

United States District Court  
Northern District of Illinois  
Eastern Division

ORIGINAL  
FILED  
JUL 25 2002  
MICHAEL W DOBBINS  
CLERK, U.S. DISTRICT COURT

JOHN F. TAMBURO

Plaintiff

VS.

EBAY, INC,

(A CORPORATION)

ALIAS D/B/A "eBAY CLAIM ADMINISTRATION"

THEODORE WILLS, A/K/ A TED WILLS,

RAMON ELLER,

JOHN DOE, A/K/ A "DUKE"

Defendants

DOCKETED

JUL 26 2002

SWORN COMPLAINT

Plaintiff demands trial by jury.

Case No. 02-5292

Judge

JUDGE PLUNKETT

Magistrate Judge

MAGISTRATE JUDGE KEYS

COMES NOW Before this honorable court JOHN F. TAMBURO, your Plaintiff, complaining *Pro Se* as follows against the defendants listed in the case above:

THE PARTIES

1. Your Plaintiff, John F. Tamburo ("John"), is a resident of Will County, Illinois. Since February of 1999, he has lived at 8400 Brookside Glen Drive, Tinley Park, Will County, Illinois, 60477.
2. Defendant eBay, Inc. ("eBay") is a corporation organized under the laws of Delaware, with its principal place of business located at 2145 Hamilton Ave., San Jose, CA 95125.
3. eBay is registered in Illinois, file number 6-087-6169, and maintains its Illinois registered office at National Registered Agents, Inc., 208 S. LaSalle Street, Suite 1855, Chicago, IL 60604.
4. At times relevant to the instant case, John was contacted by email sent by eBay or "eBay Claim Administration" from the state of Utah, and demands have been

made upon him to send money to "eBay Claim Administration" in Utah. See Exhibits H and I.

5. At times relevant to the instant case, eBay has represented itself by the name "eBay Claim Administration."
6. John can find no record in California, Utah or Illinois of any corporation or assumed name registration for that name.
7. Defendant Theodore Wills, a/k/a "Ted Wills" ("Wills") is, upon information and belief, a citizen of Pennsylvania, 514 California Ave. Pittsburgh, Pa. 15202-2453.
8. Defendant Ramon Eller ("Eller") is, upon information and belief, a citizen of Pennsylvania, 332 Lincoln Ave. Pittsburgh, Pa. 15202-3720.
9. Defendant John Doe, A/K/A "Duke" ("Duke"), is, upon information and belief an employee of eBay, or in the alternative, of an entity known as "eBay Claim Administration."
10. Upon information and belief, Duke resides and works in the state of Utah, at an office maintained by eBay or "eBay Claim Administration" in that state that deals with claims of seller "fraud."
11. Duke arbitrates claims made by eBay buyers that eBay sellers have "defrauded" them. Duke controls the process of arbitration, decides who gets to present what sort of evidence, and has absolute final authority without any means to appeal any of his orders or judgments.
12. eBay refuses to disclose Duke's actual identity to John; John does not know if Duke is an attorney or a trained dispute resolution professional.

#### JURISDICTION AND VENUE

13. This is an action for damages in excess of the jurisdictional limits for diversity set forth in 28 USC § 1332, arising out of the past, ongoing and threatened future, unlawful and tortious acts of Defendants.

14. This court has jurisdiction over the subject matter of this complaint under diversity-of-citizenship jurisdiction pursuant to 28 USC § 1332(a)(1).
15. This court also has jurisdiction over the subject matter of this complaint under Federal Question jurisdiction, specifically The Fair Debt Collection Practices Act (hereinafter "FDCPA"), 15 USC § 1692k and the Racketeer-Influenced and Corrupt Organizations Act, 18 USC § 1965.
16. Venue lies in this district under 28 USC § 1391(a)(2) and (a)(3).
17. This action alleges RICO violations and therefore invokes the venue provisions of the RICO statute, 18 USC § 1965.
18. Venue lies in this district under 18 USC § 1965(a), because eBay has an agent in this district, and through its computers in this district, transacts at least part of its affairs herein, and furthermore, transacts regular business with numerous Illinois citizens, and therefore conducts at least a part of its affairs here.
19. Justice demands that this district hear the instant case, as provided in 18 USC § 1965(b). John affirmatively states that he lacks the financial means to prosecute this case elsewhere, and that the use of any other venue would effectively deny him day in court.
20. Venue also lies in this district under 28 USC § 1391(b)(2) and (b)(3). In further support of this district as venue, Plaintiffs state the following:
  - a- 735 ILCS 5/2-209(a)(2) and the law interpreting that statute holds that a tortious act that injures an Illinois citizen subjects a party to Illinois jurisdiction. All defendants stand accused of such tortious acts.
  - b- Defendant eBay regularly conducts business within Illinois, and maintains a registered office and agent in this state. 735 ILCS 5/2-209(a)(1).
  - c- Defendant eBay maintains computers that control and operate the www.ebay.com web site in the Northern District, specifically at Exodus Computing in Oak Brook, Illinois. See WHOIS listing, Exhibit N, and Exodus press release, Exhibit O. Upon information and belief, John's interactions with the www.ebay.com web site occurred primarily or

completely with the eBay computers situated in Illinois. 735 ILCS 5/2-209(a)(1).

- d- Defendant has conducted business within this state by emailing into Plaintiff's Illinois residence for the purpose of collecting an alleged debt, and in those emails committing numerous tortious acts and violations of United States Law, as listed in this complaint.
- e- Upon information and belief, where the actual knowledge thereof lies solely within the custody and control of Defendant eBay, it collects in the same unlawful manner from many Illinois residents and has therefore purposefully directed its tortious conduct at Illinois residents.

### **BACKGROUND AND GENERAL ALLEGATIONS**

- 21. Defendant eBay is an internet-based common carrier of property auction listings. It charges persons to list their items for sale, and enables persons to make bids on the items. If or when the items are sold to a high bidder, eBay additionally collects a commission from the seller.
- 22. Defendant eBay has millions of users and millions of auctions active on its site at any time. eBay operates from the internet site "www.ebay.com."
- 23. John was, from March 5, 1999 through 4:50PM on May 9, 2002, a frequent user of eBay, both buying and selling his personal items on that common carrier. John has sold in excess of nine thousand dollars worth of items, and bought items worth far more.
- 24. John has participated in hundreds of eBay auctions.
- 25. On or about November 24, 2001, John sold Wills, through the eBay site, his personal VPI HW-19 Mk. 3 turntable with a tone arm, cartridge and accessories (the "merchandise").
- 26. The winning bid was made by Defendant Wills in the amount of \$1000.00. Including shipping, the total price for the merchandise was \$1,051.00.
- 27. Eller, acting, upon information and belief, on behalf of and under the instruction of Wills, sent John these funds via the "PayPal" money transfer network

- ("Paypal"). These funds were sent to John on or about November 24, 2001, and cleared within four or five business days thereafter.
28. On or about December 26, 2001, John shipped the merchandise, *in its entirety*, to Eller, at the address of 514 California Ave., Pittsburgh, PA 15202-2453.
  29. Upon arrival of the merchandise, Wills contacted John and claimed that: 1) the turntable's dust cover was broken; 2) the cartridge was damaged and its stylus was missing and 3) the moving coil transformer, alleged by Wills to be an integral part of the merchandise, was missing.
  30. Based on Wills' assertion, notwithstanding his strong memory of having packed the transformer into the box with the rest of the merchandise, John thoroughly searched his entire house. The transformer was not located, and John is certain it was shipped with the merchandise.
  31. Wills proceeded to threaten John with law enforcement action unless John paid him \$500 in cash or shipped another transformer to him.
  32. Additionally, Wills filed complaints with Paypal, and eBay, both alleging that John defrauded him.
  33. PayPal, after thoroughly investigating Wills' claims, found them to be *baseless* and refused to refund any money to Wills, and instead released those funds to John.
  34. On or about January 7, 2001, Eller filed a claim with the United States Postal Service, seeking \$700 for damage to the goods. The claim bears the number 014281870. See Exhibit P.
  35. Eller, in the aforementioned complaint, mentions damage, but significantly, does NOT mention anything about missing contents. See Exhibit P, Page 2, item 8 check boxes.
  36. Subsequently, Wills, on or about February 3, 2002, filed a "negative feedback" on eBay. A negative feedback is a derogatory public comment about an eBay member, placed prominently on the site. The comment made by Wills stated:

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"fraudulently didn't include expensive item that was specifically listed in auction." [sic] See Exhibit M.

37. The statement in the negative feedback filed against John by Wills is *absolutely and completely false in every respect*.
38. John shipped the transformer that was mentioned in the auction, in the same box with the other merchandise.
39. Although upset by the defamatory nature of the negative feedback, and angered over Wills' false accusations of criminal conduct, John tried to resolve the matter and obtain a fair and just solution for all parties. John contacted SquareTrade ("SquareTrade"), an online mediation service that exists specifically to resolve problems between people who engage in commerce over the Internet.
40. SquareTrade is engaged primarily in the settlement of disputes over eBay auctions.
41. eBay prominently recommends to its members that they utilize SquareTrade to resolve disputes.
42. John's trading record on eBay was of superior quality, and met the tough expectations of SquareTrade, who certified him as a trustworthy seller, *after Wills made his false complaint*. See Exhibit J.
43. When dealing through SquareTrade, Mr. Wills was combative and threatening, and noted that he had previously harassed a Pennsylvania attorney, Mr. Thomas A. Crawford, Esq. See Exhibit A, transcript of SquareTrade interchange.
44. Wills further demanded that John sign off on a postal insurance claim (see Exhibit P, claim form), and further demanded the transformer John already sent, and continued to falsely assert that he never received the transformer.
45. Notwithstanding Wills' lies and attitude, in an effort to try to get a fair and equitable resolution, John brought in a SquareTrade mediator, at his sole expense.

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46. John explicitly agreed to the terms set out by the mediator, which included softening his demand for the immediate removal of the false Negative Feedback. See Exhibit A.
47. Nonetheless, Wills refused to deal through the mediator, and completely ignored the mediator's repeated requests. Therefore the SquareTrade negotiation was closed by the mediator, because Wills refused to participate. Exhibit A.
48. Wills filed a "Fraud Insurance Claim" with eBay, who assigned the number 15810 to the claim. In this claim, upon information and belief, Wills asserted that John never sent the transformer to him, and further asserted that this transformer was valued at \$500.00.
49. Duke, apparently on behalf of eBay, contacted John by email on April 24, 2002, at 11:31PM. See Exhibit B.
50. In the Exhibit B email, Duke gave John 14 days to respond to the claim.
51. On April 25, 2002, at 8:33AM, *less than one day* after notification, John responded to the claim, disputing the facts of the claim. See Exhibit C.
52. On April 25, 2002, at 4:55PM, Duke contacted John again, and asked for copies of the SquareTrade log. Notably, Duke placed no deadline or time limit on the response he expected. See Exhibit D.
53. John complied quickly. On April 26, 2002, John FAXed these documents to 801-545-2665, as Duke requested.
54. John heard nothing until May 9, 2002 at 4:50PM, when he received the emails in Exhibits E, F and G. These emails do all of the following:
- a) Find John in "default" of the unpublished and undisclosed rules of procedure eBay was using to arbitrate Wills' phony fraud claim;
  - b) Deny that eBay received the documentation John sent on April 26 and inform him that the claim was paid out against him;

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- c) Indefinitely suspend John's eBay account and prohibit him from "using [eBay's] site in any way;" and
  - d) Indefinitely suspend the account of John's wife, Gayle M. Tamburo, for no other reason, upon information and belief, than she is married to John.
55. Gayle Tamburo has in no way been implicated in anything to do with the claim against John or with the transaction with Wills and Eller, and had nothing whatsoever to do with this transaction.
56. John attempted to contact eBay by email and phone, and re-FAXed the documentation to eBay at the telephone number they had previously provided, 801-545-2665.
57. On May 9, 2002 at 5:54PM, Duke responded via email, and stated that John would have to pay eBay \$175.00 and Wills \$325.00 in order to be reinstated to eBay. See Exhibit H. Duke labeled the money he demanded as "restitution."
58. John protested that the documentation was not reviewed, and at 6:31PM on May 9, 2002 Duke responded that he had not received the documentation until May 9. He further stated that, because John had stated in one place in the SquareTrade log that he would not co-operate in a postal insurance claim unless Wills agreed to remove the Negative Feedback, all of his claims were rejected and he had to pay both eBay and Wills what Duke demanded in order to be able to buy or sell anything via eBay, or for that matter to even access its service in any way whatsoever, or to have the derogatory notations on his profile removed from eBay.
59. The same punishment doled out by eBay to John was also applied to John's wife, although she had no part in the transactions that allegedly required "restitution," or any complaint whatsoever about her conduct on eBay.
60. Duke also stated that he would no longer respond to any message John sent to him, unless it contained "additional evidence." See Exhibit I.



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61. As can be seen on Exhibit A, John specifically agreed that he would co-operate with the mediator, and one of the conditions precedent to which John agreed was that the Negative Feedback could only be removed if and when all other pending issues were settled between the parties.
  62. John informed Duke of this fact, see Exhibit K. Duke, however, refuses to respond, to this day.
  63. John sent an additional message asking specifically for what proofs he would need to provide to try to show that Wills was indeed in receipt of the transformer, but received nothing in reply to this day.
  64. John asked Duke to identify himself by name, and Duke has not responded to this day. Moreover, John contacted Duke's supervisor by telephone and has received no response to this day.
  65. On May 13, 2002, in a *final* attempt to resolve this matter, John sent the FAX attached as Exhibit Q. That FAX encloses the postal report in Exhibit P, and makes one last plea to Duke to resolve this matter in an honest and amicable fashion. The FAX asked for a response by noon CDT on May 14, 2002.
  66. John has to this date received no response whatsoever from Duke or any other employee or other person affiliated with eBay or "eBay Claim Administration."

#### COUNT ONE

67. Wills, notwithstanding his knowledge that the Negative Feedback was false, published it on eBay, where millions of people engage in auction sales and purchases.
68. Wills made this publication knowing its falsehood, and did it with the specific intent to harm John, or alternatively, to coerce John to pay money to him.
69. The Negative Feedback falsely imputes the commission of a crime, and falsely imputes that John is of questionable character. Wills intended by his remarks to falsely impute these things to John.

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70. This publication harmed John, and was a proximate cause of John's indefinite suspension from eBay and their demand for a payoff to reinstate him.
  71. These events constitute a libel per se by Wills against John.
  72. Wherefore John has been damaged in an amount greater than \$75,000.
  73. Furthermore, this disparagement is willful and wanton and warrants the imposition of punitive damages.
  74. John prays judgment as listed above in his favor and against Wills.

### COUNT TWO

75. Wills, knowing the claim was false, filed "fraud" claim number 15810 with eBay, and alleged that he failed to receive a part worth \$500, even though he did receive it.
76. Wills did this with the intent to damage John.
77. The transformer is not worth \$500, and Wills was aware of this when he stated this value to eBay and Paypal. He overstated the value in an attempt to gain illicit money from his phony fraud claim.
78. Wills received the transformer and every other thing listed in the Auction.
79. Wills benefited in the amount of \$175.00, apparently paid out by eBay to him as a result of his phony claim.
80. Wills further benefited by causing John to lose his eBay account, in fruition of his "tenacious and motivated" (see Exhibit A) revenge plan, set by him into motion against John.
81. These events constitute a libel per se by Wills against John.
82. Wherefore, John has been damaged in an amount in excess of \$75,000.00.
83. Furthermore, this tort is willful and wanton and warrants the imposition of punitive damages.
84. John prays judgment as listed above in his favor and against Wills.

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COUNT THREE

85. Wills, with intent of infringing on John's right to conduct business on eBay, and for vengeful purposes, filed both the Negative Feedback and the Fraud Claim #15810, knowing them both to be baseless and false.
86. John had an expectancy to do business with eBay customers, and had done so with an excellent record. See SquareTrade certification, Exhibit J.
87. Wills interfered with this expectancy by knowingly filing a false and baseless Negative Feedback and a false and baseless fraud claim.
88. John has been damaged thereby, and is entitled to damages in excess of \$75,000.
89. Furthermore, this tort is willful and wanton and warrants the imposition of punitive damages.
90. John prays judgment as listed above in his favor and against Wills.
91. John further prays for an order commanding eBay to permanently remove the negative feedback.
92. John prays, for the protection of the rest of the users of eBay, that this court command eBay to permanently ban Wills from its service, and command Wills never to participate in any Internet auction, either as seller or buyer, without the express advance written consent of this court.

COUNT FOUR

93. eBay acted arbitrarily, capriciously and against the manifest weight of the evidence in banning both John and his wife from eBay. There was no proof whatsoever that John defrauded Wills, and in point of fact, the actions of Wills in refusing mediation, and in filing claims in excess of the value of the merchandise, bolster the fact that John was indeed the *victim* of fraud in this matter.
94. Contrary to the outright intentional lie in the email in Exhibit H, John had not "defaulted" anything, and had promptly responded to all requests made by the arbitrator, Duke.

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95. eBay, in administering these "fraud insurance" claims, owes a duty to John to objectively review the evidence and apply a reasonable standard. EBay refused to do this, upheld a claim it knew was phony, and thereby damaged John.
96. John is damaged in an amount in excess of \$75,000 and is therefore entitled to judgment in his favor and against eBay and Duke, jointly and severally in that amount.
97. Furthermore, this tort is willful and wanton and warrants the imposition of punitive damages.

#### COUNT FIVE

98. eBay knew or should have known that the claim interposed against him by Wills is totally and completely false.
99. Notwithstanding, eBay banned both John and his wife from the service. Notably, John's wife had nothing to do with any transaction John conducted on eBay.
100. Furthermore, eBay has, with the sole intent to convert funds from, harm and humiliate John, publicly humiliated John by stating he is "bad person" -- noting his user ID and record, and all historical auctions in which he has participated, with a notation "not a registered user." See Exhibit L, an example of this "scarlet letter" notation.
101. eBay goes on to explain on its web site that this designation means that the user is suspended from eBay for fraud and/or other misconduct.
102. This designation falsely imputes that John lacks integrity.
103. This designation furthermore falsely imputes the commission of a crime.
104. eBay knew that this notation would damage John, and intended to do just that. That way, even if John were to prevail in an action to restore his right to use eBay, he would still be permanently damaged.

105. eBay's sole intention in this matter is to convert funds from, humiliate, punish, damage and harm John, and there is absolutely no good motive or justifiable end in doing so.
106. These actions constitute a libel per se against John.
107. Wherefore John has been damaged in an amount in excess of \$75,000 and is entitled to judgment in his favor and against eBay in that amount.
108. Furthermore, in order to protect other victims and potential victims from this sort of terrorism, John prays an order permanently barring eBay from attaching, or allowing to be attached, any sort of mark, statement or symbol to any eBay user profile that could in any way cause any user's reputation within the eBay community to be tarnished in any way.

#### COUNT SIX

109. eBay has refused to reinstate John's registration unless he pays eBay \$175 and Wills \$325, in "restitution" of Wills' phony fraud claim. See Exhibits H and I.
110. eBay knows or should know that Wills' claim is baseless and phony.
111. eBay holds John's right to conduct business through its common-carrier service ransom for payment of this unjust sum to eBay.
112. eBay as shown in Exhibit L, has notated John with a "Scarlet Letter," intending to humiliate and disgrace him, and has explicitly stated that the only way to remove this is to pay eBay \$175 and Wills \$325.
113. eBay is without lawful authority to demand this sum from John. Its "kangaroo court" law-flouting illegal arbitration procedure is designed solely to extort additional funds from unsuspecting innocents, to illicitly swell eBay's coffers.
114. eBay has therefore committed extortion under the common law and under 720 ILCS 5/12-6 and is therefore liable to John for damages.
115. John prays for damages in excess of \$75,000, plus punitive damages in an amount exceeding \$250,000.

116. John further prays for an order, permanently and *pendente lite*, barring eBay from suspending, terminating, blacklisting or otherwise tarnishing the registration or publicly-viewable information of any person using eBay without first obtaining and verifying clear and convincing evidence of fraud, said evidence being obtained lawfully under rules of evidence identical or substantially identical to the Federal Rules of Evidence, and with procedural safeguards identical to or substantially identical to the Federal Rules of Civil Procedure, and with a right to appeal adverse decisions to a court of law before they can become effective.

**COUNT SEVEN**

117. eBay is a debt collector as defined in the Fair Debt Collection Practices Act, 15 USC § 1692(a), inasmuch as it is using the bludgeon of being banned from eBay to force John into paying money it contends is owed to Wills.
118. The "Scarlet Letter" notation placed on John's account by eBay (see Exhibit L) is a violation of the "shame list" prohibition of 15 USC § 1692d(3).
119. Wherefore, as provided for in 15 USC § 1692k, John is entitled to actual damages estimated at \$75,000, plus \$1000 as provided in 15 USC 1692(k)(2)(A).

**COUNT EIGHT**

120. eBay is a debt collector as defined in the Fair Debt Collection Practices Act, 15 USC § 1692(a), inasmuch as it is using the bludgeon of being banned from eBay to force John into paying money it contends is owed to Wills.
121. Exhibits H and I are the only demands sent by eBay or to collect alleged debts due "eBay Claim Administration" and Wills.
122. eBay has completely ignored the requirements for a notice of debt as set forth in 15 USC § 1692g(a).
123. Wherefore, as provided for in 15 USC § 1692k, John is entitled to actual damages estimated at \$75,000, plus \$1000 as provided in 15 USC 1692(k)(2)(A).

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**COUNT NINE**

124. eBay is a debt collector as defined in the Fair Debt Collection Practices Act, 15 USC § 1692(a), inasmuch as it is using the bludgeon of being banned from eBay to terrorize John into paying money it contends is owed to "eBay Claim Administration."
125. Alternatively, eBay is using the name "eBay Claim Administration" as a "creditor who, in the process of collecting his own debts, uses any name other than his own which would indicate that a third person is collecting or attempting to collect such debts." It is therefore a debt collector under 15 USC § 1692(a).
126. eBay has violated 15 USC § 1692e(11) by failing to disclose that the communication in Exhibits H and I was from a debt collector.
127. eBay has completely ignored the requirements for a notice of debt as set forth in 15 USC § 1692g(a).
128. Wherefore, as provided for in 15 USC § 1692k, John is entitled to actual damages estimated at \$75,000, plus \$1000 as provided in 15 USC 1692(k)(2)(A).

**COUNT TEN**

129. Upon information and belief, Duke, working in concert with Wills, fully cognizant of the fact that Wills had filed a phony fraud claim, and upon information and belief, in concert with Wills, granted the claim where absolutely no real evidence whatsoever existed that John had failed to meet his obligations to Wills.
130. As evidence of Duke's fraudulent intent, John cites Exhibits D and E. Duke fabricated the deadline for "default" and gave John no notification of such a default procedure.
131. Duke intentionally did this to "grease the skids" for the frauds of his partner, Wills.

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132. Furthermore, eBay's official policies on its web site clearly state: "eBay Fraud Protection does not apply if the shipping company has lost the package or if the item has been damaged in transit. If your package was lost or damaged in transit, please contact the shipping company for its reimbursement policy." See Exhibit R, Page 2.
133. Duke knew this policy, inasmuch as he cited the URL to the official policy in the text of Exhibit E.
134. Duke threatened John with, *inter alia*, continued humiliation with the "Scarlet Letter" notation (see eBay listing, Exhibit L) unless he paid the demanded money to eBay and Wills.
135. Wherefore, Duke, Eller and eBay, jointly and severally, have committed extortion at the common law and in violation of 720 ILCS 5/12-6, and have damaged John thereby.
136. John is damaged in an amount exceeding \$75,000 and prays judgment in that amount, plus additional punitive damages of at least \$250,000.00.
137. Upon information and belief, eBay knew that Wills' complaint was phony, yet sanctioned and encouraged Duke to extort from John, and use eBay services and facilities to do so, in order to realize illicit gain, along with Duke, from the transaction. eBay therefore must be held jointly and severally liable for any judgment entered against Duke.
138. Alternatively, eBay exercised slothful, corrupt and incompetent supervision over Duke, and by its sloth, corruption and incompetent management, created an environment where Duke could easily perpetrate and continue such crimes with license and impunity, and therefore, must be held jointly and severally liable for any judgment entered against Duke.

**COUNT ELEVEN**



139. Upon information and belief, it was Wills' plan from the moment he lodged his first bid to convert the merchandise for his own use and to pay nothing for the merchandise.
140. Upon information and belief, Eller, acting under the instructions of, in concert with, and for the benefit of Wills, made the Paypal payment to John in order to set up a phony fraud claim.
141. The mechanism they intended to use was simple. Paypal usually refuses to protect sellers against buyer fraud unless they ship to the buyer's confirmed shipping address. By having Eller pay for the merchandise, Wills planned to claim that he received it at an unconfirmed address, and demand a refund after receipt of the merchandise. Upon information and belief, this was their initial fraud scheme.
142. However, when Paypal properly refused to refund the money, Wills and Eller figured out another fraud: they concocted the "missing transformer" and "broken stylus" stories in order to justify eBay paying out on a phony insurance claim of \$500, and force John to pay the rest.
143. Wills and Eller also filed a \$700 shipment-damage claim with the United States Postal Service. See Exhibit P.
144. The total of these two claims exceeds the purchase price of the merchandise by \$200.00, and represents a fraud, an attempt to collect more than the entire value of the merchandise.
145. Wills and Eller, acting in concert, defrauded John by falsely representing their intention to honorably complete the transaction. Their actions subsequent to the shipment of the merchandise show that the two of them concocted a scheme to defraud John, and then added eBay, and the United States Postal Service to their victims' list when Paypal recognized their scam and refused to give them the money they demanded.
146. John rightfully relied on their representations and shipped the merchandise.

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147. John was irreparably harmed by Wills' and Eller's phony fraud and insurance claims, as well as their libelous negative feedback.
  148. The harm suffered by John includes, *inter alia*, the "scarlet letter" notation, and his inability to buy and sell through eBay, where in the next year he was likely to sell at least \$10,000 in merchandise.
  149. Wills and Eller's conduct rises to the level of fraud.
  150. Wherefore, John is entitled to judgment in his favor, and against Wills and Eller, jointly and severally, in an amount to be determined at trial, plus punitive damages of at least \$250,000.00.
  151. Moreover, since Wills and Eller are defrauding the United States Postal Service, John respectfully prays that this court order this case referred to the United States Postal Inspector for investigation and possible charges of Mail Fraud against Wills and Eller.

#### COUNT TWELVE

152. John has no agreement, written or verbal, with either eBay or "eBay Claim Administration" that would allow eBay to arbitrate any dispute between Wills and himself.
153. In Exhibit "S," an eBay email which is the initial notification to John of Wills' "fraud reporting form complaint," eBay, knowing of its different role, and with the intent to lull unsuspecting users into its fraudulent trap, disclaims such a role with these words: "*Please note: eBay does not endorse the claims of either party set forth in this complaint. We are merely trying to facilitate a satisfactory resolution between you and [Wills] by acting as a reporting and information service.*" [emphasis not in original; used only to delineate the quote].
154. John has no agreement, written or verbal, with either eBay or "eBay Claim Administration" that would allow eBay to award *itself* any money in any dispute between John and eBay, Wills or any other party.

155. The text of Exhibit S was designed to make John think that this procedure was not an arbitration.
156. eBay has acted as a binding arbitrator of Fraud Claim 15810, notwithstanding having never obtained John's permission to act in this capacity, or representing anywhere on its site that it is acting in this capacity.
157. However, eBay does say in Exhibit R that it enters "judgement[s]" against sellers. Notably there is no default provision, rule of procedure or any rational framework for arbitrating these claims, either in Exhibit R or anywhere else on eBay. In short, eBay makes up the rules as it goes along, and as shown in exhibits E-H, changes them on a whim to suit its fancy and stuff its coffers, and runs the "fraud reporting" procedure as a con game, in cahoots with dishonest complainants.
158. John was not notified that the "eBay Claim Administration" process was an arbitration, but eBay conducted its so-called "fraud investigation" as an arbitration at all times, commanding the production of evidence, punishing actual and/or perceived non-compliance with the arbitrator's orders, making a finding of "fraud" on a "default" basis, and punishing the "default" with "disciplinary action." See Exhibit E.
159. eBay and/or "eBay Claim Administration" has awarded *itself* damages from John.
160. John has been *punished* by "eBay Claim Administration" for allegedly failing to follow its commands, even though he was never given any rules by which he ought to have abided. Such punishment includes public humiliation with the "Scarlet Letter" notation, retention of the false Negative Feedback, and locking John out of eBay.
161. The procedure was tainted because John was denied the opportunity under 9 USC § 5 to have a say in naming the arbitrator.

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162. The procedure was tainted because John was denied the opportunity under 9 USC § 7 to call witnesses on his behalf.
  163. The procedure was tainted because eBay awarded damages to itself and/or an affiliated entity known as "eBay Claim Administration", an undeniable sign of partiality in violation of 9 USC § 10(a)(2).
  164. The procedure was tainted because the arbitrator, Duke, in Exhibit I refused to respond to John's further correspondence, including but not limited to a demand to know what evidence would satiate their extortive demands, and refused to respond to the evidence in exhibit Q, which by the explicit language of eBay's own web site, is fatal to Wills' phony claim. This conduct flouts 9 USC § 10(a)(3).
  165. The procedure was tainted because fraudulent evidence was presented by Wills to the arbitrator Duke, who knew the evidence was false, making the award unjust under 9 USC § 10(a)(1).
  166. The procedure was so horribly tainted by the numerous violations hereinabove described that the only remedy is for this court to strike the arbitration award and command eBay to reinstate John and remove the Negative feedback and "Scarlet Letter" notation from his eBay records.
  167. It is impossible under the above circumstances for eBay to arbitrate the dispute between Wills and John, inasmuch as they have a pecuniary interest in the outcome, outright bias, and probable corrupt influence of the arbitrator.
  168. It is unlawful for eBay to arbitrate these "fraud insurance claims," since eBay is a potential recipient of at least part of the award. EBay is not a neutral arbitrator, and as seen in the instant case, will gleefully use its position to stuff its coffers.
  169. Other eBay users are subjected to the same sort of self-serving terrorism and extortion, in the name of "fraud prevention." Only this honorable court can protect these hapless innocents from this kind of evil conduct.
  170. Wherefore John prays that this court issue an order that bans, both permanently and *pendente lite*, the following conduct by eBay:

- 
- a. Restricting John's unfettered use of Ebay facilities, except upon the express advance written consent of this court, only for good cause shown by clear and convincing evidence;
  - b. Placing any negative notation on John's eBay record about the transaction which forms the basis of this case;
  - c. Placing any negative notation whatsoever on John's eBay record without the express advance written consent of this court, after a hearing is held where both parties may have the opportunity to call witnesses and present evidence, and upon the standard of Clear and Convincing evidence;
  - d. Conducting any sort of arbitration proceeding, whether or not is so labeled or designated, regarding "seller fraud" or any other proceeding where eBay, a division or subsidiary thereof, or any party economically or influentially affiliated with eBay or any of its employees, officers, directors or stockholders decides a dispute between two members;
  - e. Suspending or barring any eBay members as a result of a dispute between two eBay members, unless an independent third-party arbitrator (with the express advance signed written agreement of the parties and in a procedure *fully compliant* with Title 9 of the US Code) or a court of law so orders.
171. John has been damaged by eBay's intentional, arbitrary and capricious conduct, which flouts all bounds of decency and fairness. Wherefore he prays for damages as may be shown at trial.
172. eBay has set itself up as judge, jury and executioner over all disputed transactions on its common-carrier site, and it gleefully and capriciously awards and punishments, making up the "rules" as it goes along. Moreover, eBay, knowingly and with intent to defraud, misleads those in this process into believing that it is not an arbitration at all (see Exhibit R). This is outrageous

conduct in a society that is supposed to be civilized. It is corrupt, unjust and unconscionable. Moreover, it viciously punishes those who do not kow-tow to eBay's evil edicts by using disparagement, restraint of trade and any other weapon it sees fit, with absolute disregard for the law, decency, honesty, fair play or any semblance of morality. In the instant case, eBay also viciously punished and disparaged John's wife, who was not a party to any part of the events herein except as eBay's *victim*. Such disgusting and amoral conduct cries out for punitive damages in an amount sufficient to *severely* punish eBay for and also to completely deter eBay and others from such evil conduct in the future. John respectfully prays three hundred million dollars (\$300,000,000.00).

#### COUNT THIRTEEN

173. eBay owed John a duty, imposed by the FDCPA and Title 9 of the US Code, to refrain from violating the acts with respect to their attempts to adjudicate the dispute between John and Wills, and to collect the debt allegedly owed eBay, "eBay Claim Administration", and/or Wills.
174. Defendants, by their numerous offenses violating the provisions of FDCPA and Title 9 of the United States Code, breached that duty.
175. John has, as eBay maliciously intended, been damaged.
176. eBay has, at all times relevant hereto, acted with pure bad faith, actual malice and an intent to damage, persecute and terrorize John.
177. In particular, John suffers emotional distress, sleeplessness and general worry about his reputation and the damage threatened and done by the Defendants.
178. Wherefore, Plaintiffs are entitled to damages as proven at trial in the minimum amount of \$1,000,000, and furthermore to punitive damages as awarded by the finder of fact at trial.

#### COUNT FOURTEEN

179. Wills and Eller, with no regard whatsoever for honesty, fairness or truth, have falsely accused John of a crime, and gone on a rampage of disparagement, all in an effort to obtain expensive merchandise from John for nothing.
180. When confronted with his lies in the SquareTrade negotiation (See Exhibit A), Wills brazenly and even proudly points out how he previously harassed a Pennsylvania attorney, in an effort to force John to capitulate and aid his phony claim with the US Postal Service.
181. This conduct is wholly outrageous and offensive to any decent person.
182. John has, as Wills and Eller intended, been damaged.
183. In particular, JOHN suffers emotional distress, sleeplessness, and general worry about his reputation and the damage threatened and done by the Defendants.
184. Wherefore, Plaintiffs are entitled to damages as proven at trial in the minimum amount of \$1,000,000, and furthermore to punitive damages as awarded by the finder of fact at trial.

#### COUNT FIFTEEN

185. Illinois and California law both require debt collection agencies to be licensed.
186. eBay holds no such license as of May 14, 2002, and upon information and belief, never has.
187. Notwithstanding, eBay has engaged, upon information and belief, in over 15,810 acts of collecting "debt" for eBay auction buyers.
188. eBay also flouts all of the requirements of the FDCPA while doing so.
189. Wherefore, John and others have been damaged, and John prays monetary damages as may be determined at trial.
190. Moreover, John prays that this court command eBay to stop collecting on the debts of others unless it both licenses itself as required by the state(s) in which it operates, and agrees to fully follow absolutely every provision of FDCPA.

---

**COUNT SIXTEEN**

191. eBay's "fraud claim" process in claim 15810, and upon information and belief, all other "Fraud claim" procedures is an arbitration, inasmuch as eBay appoints an arbitrator (although deceptively labeled a claims administrator), who issues, as eBay calls it, a "judgement" [sic] (see Exhibit R) after hearing evidence from both parties.
192. Therefore, eBay's process against John, an Illinois citizen, is subject to the Illinois Uniform Arbitration Act, 710 ILCS 5/1 et. seq.
193. This count is a proceeding to both stay and strike the arbitration, pursuant to 710 ILCS 5/2(b).
194. John prays that this court strike the arbitration under 710 ILCS 5/3 for failure to allow the mutual appointment of a *neutral* arbitrator.

**COUNT SEVENTEEN**

195. John realleges the first two paragraphs of Count Sixteen.
196. John prays that this court strike the arbitration under 710 ILCS 5/5(a) for failing to notify John of a hearing.

**COUNT EIGHTEEN**

197. John realleges the first two paragraphs of Count Sixteen.
198. John prays that this court strike the arbitration under 710 ILCS 5/5(b) for refusing to let John be heard, and for refusing to let John review the evidence, and for refusing to let John cross examine Wills' witnesses (if any) or call any of his own. See Exhibit L, Exhibit Q.

**COUNT NINETEEN**

199. John realleges the first two paragraphs of Count Sixteen.



- 
200. John prays that this court strike the arbitration under 710 ILCS 5/6 for failing to let John bring an attorney into the proceeding.

**COUNT TWENTY**

201. John realleges the first two paragraphs of Count Sixteen.
202. John prays that this court strike the arbitration under 710 ILCS 5/8 for failing to deliver a signed copy of the award to John. The email is not signed.

**COUNT TWENTY-ONE**

203. John realleges the first two paragraphs of Count Sixteen.
204. John prays that this court strike the arbitration under 710 ILCS 5/12(a)(1) procurement of an award by fraud.

**COUNT TWENTY-TWO**

205. John realleges the first two paragraphs of Count Sixteen.
206. John prays that this court strike the arbitration under 710 ILCS 5/12(a)(2) for evident partiality on the part of the arbitrator.

**COUNT TWENTY-THREE**

207. John realleges the first two paragraphs of Count Sixteen.
208. John prays that this court strike the arbitration under 710 ILCS 5/12(a)(4) for refusing to hear material and relevant evidence. See Exhibit Q.

**COUNT TWENTY-FOUR**

209. eBay is an enterprise engaged in, and whose activities affect, interstate commerce, as defined in 18 USC § 1962(c).
210. Duke is an employee of eBay as defined in 18 USC § 1962(c).

- 
211. The "debt" that Duke fabricated out of whole cloth, using Wills' phony fraud claim, is an unlawful debt as defined in 18 USC § 1962(c).
  212. The "scarlet letter" notation is an unlawful means to collect the unlawful debt.
  213. Wherefore, Duke has violated the Racketeer-Influenced and Corrupt Organization (RICO) statute.
  214. Therefore, under 18 USC § 1964(c), John is entitled to judgment, in his favor and against Duke, in an amount to be determined at trial, plus punitive damages, plus costs, plus any reasonable attorney fees John may incur.

**COUNT TWENTY-FIVE**

215. John realleges the paragraphs of count Twenty-Four in their entirety.
216. eBay, as Duke's employer, ordered, instructed and encouraged him to collect funds from John, knowing that the "debt" he was trying to collect was unlawful, and to intimidate, disparage, libel, and humiliate him until he did pay.
217. eBay therefore is a co-conspirator with Duke, as defined in 18 USC § 1962(d).
218. Wherefore, eBay has violated the Racketeer-Influenced and Corrupt Organization (RICO) statute.
219. Therefore, under 18 USC § 1964(c), John is entitled to judgment, in his favor and against eBay, in an amount to be determined at trial, plus punitive damages, plus costs, plus any reasonable attorney fees John may incur.
220. John is also entitled to a finding that eBay's "fraud report" practices, which include unlawful, fraudulently-disguised arbitrations, intentionally-capricious decisions, and are wholly run by malleable unwritten rules that change on a moment's notice, and are, as in this case, susceptible to corrupt manipulation by eBay employees and unscrupulous claimants (with eBay's blessing and encouragement as the illicit funds swell their coffers), are in violation of the RICO statute, and require injunctive relief, pursuant to 18 USC 1964(a), to wit:

- 
- a- An order forever barring eBay from resolving any disputes between its members;
  - b- An order barring eBay from ever placing or allowing to be placed any non-positive notation, mark or designation on the record of any of its users;
  - c- An order reversing the decisions of every single "fraud report" ever made to eBay, and commanding eBay, at its sole expense, to hire a neutral arbitrator for each one, and fully comply with Title 9 of the United States Code and the arbitration code(s) of the home state(s) of the claim respondents;
  - d- An order compelling eBay's management, one and all, to resign from the company and divest their interest in the company; and furthermore prohibiting them for working in any Internet or Auction related business for life;
  - e- An order forever barring Duke from working for eBay or any other auction company;
  - f- An order placing eBay under the strict supervision of this honorable court, requiring it to strictly and absolutely follow every part of the injunction or be permanently dissolved and liquidated upon *prima facie* evidence of the first infraction;
  - g- An order instructing the United States Attorney for the Northern District of Illinois to bring the evidence in this case before a grand jury to determine the criminal charges to bring against eBay, Duke, Wills, Eller and any eBay employee involved in any way with the instant case and/or any "fraud report" case or standard for hearing cases.

---

RELIEF

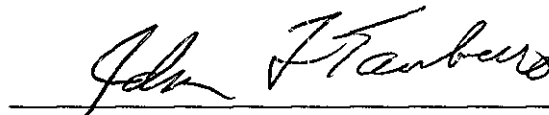
WHEREFORE, your plaintiff prays for judgment in the aggregate amount of all prayers contained in the individual counts herein, as well as all costs, fees and expenses associated with the instigation and prosecution of this case.

ADDITIONALLY, your plaintiff prays of this honorable court to issue all of the injunctive relief prayed herein, both permanently and *pendente lite*, in order to protect John and all others similarly victimized by the Defendants.

ADDITIONALLY, John prays any and all additional or other relief that this court deems just and proper.

SIGNED ON July 11, 2002:

I, JOHN F. TAMBURRO, under penalty of perjury pursuant to United States law, and 735 ILCS 5/1-109, do hereby affirm and state that all statements of fact contained herein are, to the best of my knowledge true, complete, and within my personal knowledge. If called to testify, I would competently testify to the facts above.



JOHN F. TAMBURRO

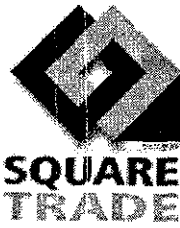
Plaintiff

8400 Brookside Glen Drive

Tinley Park, Will County, Illinois 60477-7057

815-469-9312

EXHIBIT A



SquareTrade Services:

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**Dispute Resolution**

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## SquareTrade Case Page

This case is now closed.

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**Case Number:**

507454963

**eBay Item Number:**

1300372766

**Case filed on:**

Monday, February 18, 2002

**Filer:**

John Tamburo <johntam@mbfs.com>  
seller (eBay User ID: johntam@mbfs.com)

**Respondent:**

T Wills <t.wills@attbi.com>  
buyer (eBay User ID: resu)

**Description of Goods:**

Turntable & Accessories

**Dollar amount of case:**

\$1000.00

**Transaction Date:**

Friday, November 23, 2001

**Case Issues:**

**John Tamburo's reported problems:**

- Negative or neutral feedback was posted about me.
- Buyer says damaged merchandise.
- Buyer says incomplete merchandise.
- Buyer is infuriated that the turntable was damaged in shipment, and retaliated by alleging (falsely) that I did not ship the moving coil transformer. It was put in the box, I know this! I have searched my place and have not seen it anywhere.

**John Tamburo's requested solutions:**

- I would like the feedback removed.
- I will not co-operate with the postal insurance settlement until and unless the buyer agrees to

## SquareTrade | Building Trust in Transactions

remove the negative feedback from my account.

- I would be willing to contact the shipping company and find out what happened.
- I will not co-operate with the postal insurance settlement until and unless the buyer agrees to remove the negative feedback from my account.
- I will search again for the item. But if found I will only ship if the negative feedback is permanently removed.
- I will search again for the item. But if found I will only ship if the negative feedback is permanently removed.

**Further Details:**

I will search again for the item. But if found I will only ship if the negative feedback is permanently removed. I will not co-operate in the insurance claim unless the negative feedback is removed.

**T Wills's response:**

- The feedback reflects my concerns about the transaction.
- Yes, the merchandise was damaged when I received it.
- One of the described main items the "ORIGINAL ORTOFON SILVER WINDINGS MOVING COIL TRANSFORMER" was not included in his shipment. I am certain of this as I opened the package in front of a witness. Furthermore, by the documented shipping weight (51#) it can be proven and verified at anytime that it wasn't included. Furthermore, I have filed a formal complaint with the State Attorney General's office concerning this fraudulent misrepresentation.
- I feel that this is a ridiculous and illogical allegation. I am dealing with the USPS regarding the damaged merchandise. If I was unhappy with Mr. Tamburo because of the damage, I would simply have stated as such in my feedback statement. furthermore, I could of mentioned that he didn't send the merchandise until after I filed a complaint with Paypal and Ebay for non-delivery

**T Wills's offered solutions:**

- Your co-operation isn't necessary for the USPS claim anyhow.
- Your co-operation isn't necessary for the USPS claim anyhow.
- Looking at our Ebay feedback profiles, it is apparant who's word is good. I would only be open to retracting the negative feedback AFTER I RECIEVE the missing transformer. Until I receive the transformer, I will continue to aggressively persue all legal avenues. I am very tenacious and motivated when wronged. I have alot of spare time and enjoy fighting for my rights. If you doubt this Mr. Tamburo, contact Attorney Thomas A. Crawford w. 412-244-1160 , 412-355-0888 h. 412-781-7870 he wasted tens of hours and hundreds of hours unsuccessfully battling me.
- Looking at our Ebay feedback profiles, it is apparant who's word is good. I would only be open to retracting the negative feedback AFTER I RECIEVE the missing transformer. Until I receive the transformer, I will continue to aggressively persue all legal avenues. I am very tenacious and motivated when wronged. I have alot of spare time and enjoy fighting for my rights. If you doubt this Mr. Tamburo, contact Attorney Thomas A. Crawford w. 412-244-1160 , 412-355-0888 h. 412-781-7870 he wasted tens of hours and hundreds of hours unsuccessfully battling me.

**Things to Consider**

What is Online Dispute Resolution?

How can online mediation help me?

Why is Online Dispute Resolution a good choice for me?

Negotiation Tips?

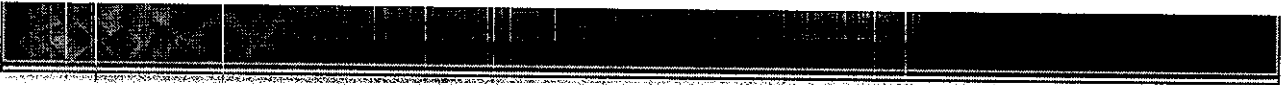
What is Direct Negotiation?

What happens when my case is resolved?

What is Mediation?

What can I do if my case is not resolved?

What does a Mediator Do?



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**This case has been closed.**

Case concluded after respondent decided not to participate in the mediation process.

Respondent did not confirm his willingness to mediate, and as mediation is a voluntary process, the matter cannot proceed without the participation of both parties.

**Your Case is now closed. Thank you for using SquareTrade.**

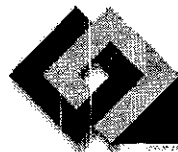
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Welcome John Tamburo ...

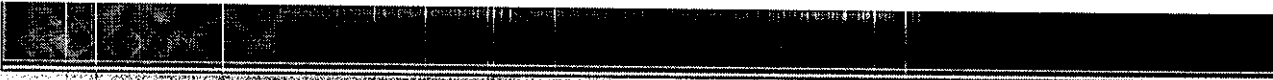
Please keep in mind that all communications in this process are confidential. Please refer to the [User Confidentiality Agreement](#) for details.

Sender	Date	Message
johntam@mbfs.com	Fri, Mar 01, 2002 3:28 PM	I have heard nothing on this for a week. Has Mr. Wills backed out?  Thanks John
johntam@mbfs.com	Fri, Feb 22, 2002 7:56 AM	I understand and agree to the letter and am willing to participate.
Mediator	Fri, Feb 22, 2002 7:20 AM	<p>Thank you both for agreeing to use mediation to try and resolve your disagreement.</p> <p>Before we assign a mediator to assist you, we want to be sure you both understand about mediation, and to ask that you confirm your willingness to participate in the process.</p> <p>** Mediation is a way to resolve problems by agreement.</p> <p>** The mediator is not a judge and does not decide the outcome of your case. Any outcome is wholly determined by you.</p> <p>** The mediator does not find fault with anyone or place any blame.</p> <p>** The mediator does not give legal advice or represent either party.</p> <p>** The mediator's role is to help you come to an agreement that both of you can accept.</p> <p>At this time, it might be difficult for you to imagine that it is possible to find a resolution that would be acceptable to both parties. By agreeing to mediate however, you are only agreeing to share information, ask questions, and work with the mediator and the other party in good faith in an attempt to determine whether such a resolution is possible.</p> <p>With regard to the removal of feedback, eBay requires that all other issues be resolved and that any other actions that you agreed on has taken place before they will remove the feedback. Thus the mediator will assist you in finalizing the details of the substance of your agreement, and once any necessary actions are taken, we can have the feedback removed if you both agree to do so.</p> <p>We would ask that you simply confirm to us that you understand the above and are willing to participate in this process. Once we have confirmation from both of you, we will assign a mediator to work with you.</p> <p>Thank you for your cooperation, and we look forward to being able to assist you.</p> <p>B. Perkins SquareTrade Mediation Services Until and unless the negative feedback is REMOVED, I will take no action whatsoever. It's still my position that the transformer was sent to you and your feedback is a libel. I am bringing in a mediator.</p>
johntam@mbfs.com	Thu, Feb 21, 2002 12:52 PM	I will rescind the negative feedback and suspend the Attorney general's complaint when I receive the transformer and the shipping damage is cleared. If these issues are not resolved in 10 day's time, I will bring further legal action against you.
t.wills@attbi.com	Thu, Feb 21, 2002 12:14 PM	The USPS has sent me a form that I must sign to allow you to collect on the claim.
johntam@mbfs.com	Thu, Feb 21, 2002 8:52 AM	As to the transformer, I will look one more time. As to the rest of the issues, I will bring in a mediator.

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*Please keep in mind that your SquareTrade mediator is not functioning as a lawyer for you or the other party and will not provide legal advice.*

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EXHIBIT B

**John F. Tamburo**

**From:** eBay Customer Support [Support@eBay.com]  
**Sent:** Wednesday, April 24, 2002 11:31 PM  
**To:** John F. Tamburo  
**Subject:** eBay Fraud Protection Claim # 15810 (KMM49863522V6132L0KM)

Hello,

eBay's Claim Administration is investigating a Fraud Protection Claim that has been filed against your account for Item # 1300372766 by t.wills@attbi.com. The winning bidder of this transaction has alleged that the merchandise that they received was misrepresented in the auction description.

This claim has been assigned the Claim Number 15810.

Please respond to this notification within 14 days with your intentions and be prepared to produce documentation to support your case if you wish to dispute this claim.

Failure to respond to this notification may result in this claim being defaulted by you and being paid in favor of the buyer. Failure to respond may also result in the suspension of your eBay account and all associated accounts.

We encourage you to contact your trading partner and try to resolve this transaction.

We appreciate your quick attention and cooperation during this investigation. We sincerely hope that you and your trading partner will be able to resolve this situation.

Regards,

Duke  
Claims Adjuster  
Fraud Protection Program

eBay  
Your Personal Trading Community (tm)

\*\*\*\*\*

Important: eBay will not ask you for sensitive personal information (such as your password, credit card and bank account numbers, Social Security numbers, etc.) in an email.

For our latest announcements, please check:

<http://www2.ebay.com/aw/announce.shtml>

In order to better serve you, we'd like to occasionally request feedback on our service. If you would rather not participate, please click on the

link below and send us an email with the word "REMOVE" in the subject line.

If that does not work, please send an email to the email address below. Your request will be processed within 5 days.

mailto:cssremove@ebay.com

\*\*\*\*\*

4/24/02

EXHIBIT C

**John F. Tamburo**

**From:** John F. Tamburo  
**Sent:** Thursday, April 25, 2002 8:33 AM  
**To:** 'eBay Customer Support'  
**Subject:** RE: eBay Fraud Protection Claim # 15810 (KMM49863522V6132L0KM)

**Importance:** High

Mr. Wills is lying, pure and simple. The transformer he claimed was not in the package was sent along with the rest of the items. He is retaliating against me because the turntable was damaged in transit. I tried to resolve our issues with SquareTrade, but he refused to deal with me in that forum and SquareTrade closed the case.

So I am ready to dispute the claim, but what manner of documentation do you require? How do I prove that I placed an item into a box? I searched the entire place after Mr. Wills claimed the item was not in the box. In fact, I did this multiple times, but did not find the item. I remember the item being pulled out for shipment. I remember pulling out and checking the turntable and tonearm. I remember packing everything up. So how do I document this so this person's false accusations are not simply taken as fact?

John Tamburo

> -----Original Message-----  
> From: eBay Customer Support [mailto:Support@eBay.com]  
> Sent: Wednesday, April 24, 2002 11:31 PM  
> To: John F. Tamburo  
> Subject: eBay Fraud Protection Claim # 15810 (KMM49863522V6132L0KM)  
>  
>  
> Hello,  
>  
> eBay's Claim Administration is investigating a Fraud Protection Claim  
> that has been filed against your account for Item # 1300372766 by  
> t.wills@attbi.com. The winning bidder of this transaction has alleged  
> that the merchandise that they received was misrepresented in the  
> auction description.  
>  
> This claim has been assigned the Claim Number 15810.  
>  
> Please respond to this notification within 14 days with your  
> intentions  
> and be prepared to produce documentation to support your case if you  
> wish to dispute this claim.  
>  
> Failure to respond to this notification may result in this  
> claim being  
> defaulted by you and being paid in favor of the buyer. Failure to  
> respond may also result in the suspension of your eBay  
> account and all  
> associated accounts.  
>  
> We encourage you to contact your trading partner and try to  
> resolve this  
> transaction.  
>

> We appreciate your quick attention and cooperation during this  
> investigation. We sincerely hope that you and your trading  
> partner will  
> be able to resolve this situation.  
>  
> Regards,  
>  
> Duke  
> Claims Adjuster  
> Fraud Protection Program  
>  
> \_\_\_\_\_  
>  
> eBay  
> Your Personal Trading Community (tm)  
>  
> \*\*\*\*\*  
>  
> Important: eBay will not ask you for sensitive personal information  
> (such as your password, credit card and bank account numbers, Social  
> Security numbers, etc.) in an email.  
>  
> \_\_\_\_\_  
>  
> For our latest announcements, please check:  
>  
> <http://www2.ebay.com/aw/announce.shtml>  
>  
> \_\_\_\_\_  
>  
> In order to better serve you, we'd like to occasionally  
> request feedback  
> on our service. If you would rather not participate, please  
> click on the  
> link below and send us an email with the word "REMOVE" in the subject  
> line.  
>  
> If that does not work, please send an email to the email  
> address below.  
> Your request will be processed within 5 days.  
>  
> <mailto:cssremove@ebay.com>  
>  
> \*\*\*\*\*  
>  
>  
> 4/24/02  
>  
>

EXHIBIT D

**John F. Tamburo**

---

**From:** eBay Customer Support [Support@ebay.com]  
**Sent:** Thursday, April 25, 2002 4:55 PM  
**To:** John F. Tamburo  
**Subject:** RE: eBay Fraud Protection Claim # 15810 (KMM49926175V71631L0KM)

Hello John,

Thank you for writing back with your concerns.

At this time I would like to review your Square Trade documentation. Also, please include any correspondence where the shipping damage is discussed. Please fax the information to:

801 545 2665  
Attn Duke  
Claim number 15810

Thank you for your cooperation.

Regards,

Duke  
Claims Adjuster  
Fraud Protection Program

---

eBay  
Your Personal Trading Community (tm)

\*\*\*\*\*

Important: eBay will not ask you for sensitive personal information (such as your password, credit card and bank account numbers, Social Security numbers, etc.) in an email.

---

For our latest announcements, please check:

<http://www2.ebay.com/aw/announce.shtml>

---

In order to better serve you, we'd like to occasionally request feedback on our service. If you would rather not participate, please click on the link below and send us an email with the word "REMOVE" in the subject line.

If that does not work, please send an email to the email address below. Your request will be processed within 5 days.

<mailto:cssremove@ebay.com>

\*\*\*\*\*

20115076 4/25/02

Original Message Follows:  
-----

Mr. Wills is lying, pure and simple. The transformer he claimed was not in the package was sent along with the rest of the items. He is retaliating against me because the turntable was damaged in transit. I tried to resolve our issues with SquareTrade, but he refused to deal with me in that forum and SquareTrade closed the case. So I am ready to dispute the claim, but what manner of documentation do you require? How do I prove that I placed an item into a box? I searched the entire place after Mr. Wills claimed the item was not in the box. In fact, I did this multiple times, but did not find the item. I remember the item being pulled out for shipment. I remember pulling out and checking the turntable and tonearm. I remember packing everything up. So how do I document this so this person's false accusations are not simply taken as fact?

John Tamburo

> -----Original Message-----

> From: eBay Customer Support [mailto:Support@eBay.com]

> Sent: Wednesday, April 24, 2002 11:31 PM

> To: John F. Tamburo

> Subject: eBay Fraud Protection Claim # 15810 (KMM49863522V6132L0KM)

>

>

> Hello,

>

> eBay's Claim Administration is investigating a Fraud Protection Claim  
> that has been filed against your account for Item # 1300372766 by  
> t.wills@attbi.com. The winning bidder of this transaction has alleged  
> that the merchandise that they received was misrepresented in the  
> auction description.

>

> This claim has been assigned the Claim Number 15810.

>

> Please respond to this notification within 14 days with your  
> intentions  
> and be prepared to produce documentation to support your case if you  
> wish to dispute this claim.

>

> Failure to respond to this notification may result in this  
> claim being  
> defaulted by you and being paid in favor of the buyer. Failure to  
> respond may also result in the suspension of your eBay  
> account and all  
> associated accounts.

>

> We encourage you to contact your trading partner and try to  
> resolve this  
> transaction.

>

> We appreciate your quick attention and cooperation during this  
> investigation. We sincerely hope that you and your trading  
> partner will  
> be able to resolve this situation.

>

> Regards,



>  
> Duke  
> Claims Adjuster  
> Fraud Protection Program  
>  
>  
> eBay  
> Your Personal Trading Community (tm)  
>  
> \*\*\*\*\*  
>  
> Important: eBay will not ask you for sensitive personal information  
> (such as your password, credit card and bank account numbers, Social  
> Security numbers, etc.) in an email.  
>  
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> on our service. If you would rather not participate, please  
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> address below.  
> Your request will be processed within 5 days.  
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> <mailto:cssremove@ebay.com>  
>  
> \*\*\*\*\*  
>  
>  
> 4/24/02  
>  
>

EXHIBIT "E"

John F. Tamburo

---

From: eBay Customer Support [Support@eBay.com]  
Sent: Thursday, May 09, 2002 4:49 PM  
To: John F. Tamburo  
Subject: eBay Fraud Protection Claim # 15810 (KMM50903971V10347L0KM)

Hello,

Previously, we have sent notification asking that you provide additional information for Fraud Protection Claim #15810.

Since we have not heard from you regarding this claim, it was defaulted by you and has been found on behalf of the buyer of this transaction.

Please review the Frequently Asked Questions about eBay's Fraud Protection Program at the following URL:

<http://pages.ebay.com/help/basics/f-insurance.html>

Due to this Fraud Protection Claim being found on behalf of the buyer, your eBay account will be reviewed for possible disciplinary action.

Regards,

Duke  
Claims Adjuster  
Fraud Protection Program

---

eBay  
Your Personal Trading Community (tm)

\*\*\*\*\*

Important: eBay will not ask you for sensitive personal information (such as your password, credit card and bank account numbers, Social Security numbers, etc.) in an email.

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If that does not work, please send an email to the email address below. Your request will be processed within 5 days.

<mailto:cssremove@ebay.com>

\*\*\*\*\*

5/8/02

EXHIBIT F

**John F. Tamburo**

---

**From:** support@ebay.com  
**Sent:** Thursday, May 09, 2002 4:55 PM  
**To:** John F. Tamburo  
**Subject:** FP NOTICE: eBay Registration Suspension - Fraud Claim- johntam@mbfs.com

Dear johntam@mbfs.com (johntam@mbfs.com),

We regret to inform you that your eBay account has been suspended because our Fraud Protection Team has notified us that a fraud claim has been paid against your account for Item 1300372766 .

While this suspension is active, please be advised that you are prohibited from using our site in any way, which includes registering under a new account name. It is important to note that if an attempt is made to re-register and use the system, it may result in the permanent suspension of your eBay account(s), which will not allow for a future reinstatement.

Please note that this suspension does not relieve you of your agreed-upon obligation to pay any fees you may owe to eBay.

Respectfully,

Safeharbor Department  
eBay Inc.

EXHIBIT G

**John F. Tamburo**

---

**From:** support@ebay.com  
**Sent:** Thursday, May 09, 2002 4:59 PM  
**To:** John F. Tamburo  
**Subject:** INV NOTICE: eBay Registration Suspension - sluggo@mbfs.com

Dear gayle4homes (sluggo@mbfs.com),

We regret to inform you that your eBay account has been suspended due to the violation of our site policy below:

Previously suspended user - Account belonging to a previously suspended user.

Our records indicate that your account is associated with the following Previously Suspended account(s):

johntam@mbfs.com

Due to the suspension of this account, please be advised you are prohibited from using eBay in any way. This includes the registering of a new account.

Please note this suspension does not relieve you of your agreed-upon obligations to pay any fees you may owe to eBay.

Regards,

Safeharbor Department,  
eBay Inc

EXHIBIT H

John F. Tamburo

From: eBay Customer Support [Support@ebay.com]  
Sent: Thursday, May 09, 2002 5:53 PM  
To: John F. Tamburo  
Subject: RE: eBay Fraud Protection Claim # 15810 (KMM50966357V84737L0KM)

Hello John,

Thank you for writing to me about your suspension.

I would like to work with you to try and resolve these matters and possibly reinstate your account. In order to do this, you will need to make restitution to eBay Claims Administration for the amount of the claim pay out, and to the buyer for the additional amount that is not covered under the Fraud Protection Program. eBay Claims Administration should receive \$175.00 and the buyer should receive \$325.00 for a total of \$500.00.

You can reimburse eBay Claims Administration by sending payment to the following address:

Fraud Protection Program  
Attn: Claims Administration Dept.  
Claim # 15810  
P.O. Box 188  
Draper, Utah 84020

Please contact your buyer directly. I have included their email address below for your convenience:

t.wills@attbi.com

When I receive word from all parties that restitution has been made, I will reevaluate your account and consider reinstatement.

I do understand your frustration with this matter and I appreciate your efforts to resolve the negative issues. Thanks again for writing.

Regards,

Duke  
Claims Adjuster  
Fraud Protection Program

eBay  
Your Personal Trading Community (tm)

\*\*\*\*\*

Important: eBay will not ask you for sensitive personal information (such as your password, credit card and bank account numbers, Social Security numbers, etc.) in an email.

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If that does not work, please send an email to the email address below. Your request will be processed within 5 days.

<mailto:cssremove@ebay.com>

\*\*\*\*\*

20562710 5/9/02

Original Message Follows:

-----  
Someone had better call me NOW! I sent this FAX in once on April 26, and I am sending it again now. Unless you reinstate my account and the bids, I have no choice but to bring lawsuit. I note that you ignored my first email.

John Tamburo

> -----Original Message-----

> From: eBay Customer Support [<mailto:Support@eBay.com>]

> Sent: Thursday, May 09, 2002 4:49 PM

> To: John F. Tamburo

> Subject: eBay Fraud Protection Claim # 15810 (KMM50903971V10347L0KM)

>

>

> Hello,

>

> Previously, we have sent notification asking that you provide additional

> information for Fraud Protection Claim #15810.

>

> Since we have not heard from you regarding this claim, it was defaulted

> by you and has been found on behalf of the buyer of this transaction.

>

> Please review the Frequently Asked Questions about eBay's Fraud Protection Program at the following URL:

>

> <http://pages.ebay.com/help/basics/f-insurance.html>

>

> Due to this Fraud Protection Claim being found on behalf of the buyer,

> your eBay account will be reviewed for possible disciplinary action.

>

> Regards,

>

> Duke

If that does not work, please send an email to the email address below.  
Your request will be processed within 5 days.

mailto:cssremove@ebay.com

\*\*\*\*\*

20562710 5/9/02

Original Message Follows:

-----

This is ridiculous. You IGNORED my previous emails. I sent this fraud artist the part he claims is missing, and I have to PAY HIM for something he is LYING that you sent? Did you not get the information I sent you on April 26 and again today?

Please give me your full name and direct telephone number. I wish to speak with you NOW, before I have to involve a court of law.

> -----Original Message-----

> From: eBay Customer Support [mailto:Support@ebay.com]

> Sent: Thursday, May 09, 2002 5:53 PM

> To: John F. Tamburo

> Subject: RE: eBay Fraud Protection Claim # 15810

> (KMM50966357V84737L0KM)

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> Hello John,

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> Thank you for writing to me about your suspension.

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> I would like to work with you to try and resolve these matters and  
> possibly reinstate your account. In order to do this, you  
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> make restitution to eBay Claims Administration for the amount of the  
> claim pay out, and to the buyer for the additional amount that is not  
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> Administration

> should receive \$175.00 and the buyer should receive \$325.00

> for a total

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> You can reimburse eBay Claims Administration by sending  
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> Fraud Protection Program

> Attn: Claims Administration Dept.

> Claim # 15810

> P.O. Box 188

> Draper, Utah 84020

>

> Please contact your buyer directly. I have included their  
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> below for your convenience:

>



> t.wills@attbi.com  
>  
> When I receive word from all parties that restitution has  
> been made, I  
> will reevaluate your account and consider reinstatement.  
>  
> I do understand your frustration with this matter and I  
> appreciate your  
> efforts to resolve the negative issues. Thanks again for writing.  
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> Regards,  
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> Duke  
> Claims Adjuster  
> Fraud Protection Program  
>  
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> John Tamburo  
> > -----Original Message-----  
> > From: eBay Customer Support [mailto:Support@eBay.com]  
> > Sent: Thursday, May 09, 2002 4:49 PM  
> > To: John F. Tamburo  
> > Subject: eBay Fraud Protection Claim # 15810 (KMM50903971V10347L0KM)  
> >  
> >  
> > Hello,  
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> > Regards,  
> >  
> > Duke  
> > Claims Adjuster  
> > Fraud Protection Program  
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> > \*\*\*\*\*  
> >  
> >  
> > 5/8/02  
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> >  
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> >

EXHIBIT I

**John F. Tamburo**

---

**From:** eBay Customer Support [Support@eBay.com]  
**Sent:** Thursday, May 09, 2002 6:28 PM  
**To:** John F. Tamburo  
**Subject:** RE: eBay Fraud Protection Claim # 15810 (KMM50968442V86862L0KM)

Hello,

Thank you for writing back.

The Square Trade information was never received prior to today. Upon reviewing the information I see that you were unwilling to resolve this situation until negative feedback was removed. I will not be able to reinstate your account until the restitution, as outlined in the previous email, is made.

Although future emails concerning this claim will be read, unless they contain additional information for review, we will be unable to respond.

If you wish to contact our legal department, you may send your correspondence to:

eBay Inc.  
Attn: Corporate Counsel  
2145 Hamilton Avenue  
San Jose, CA 95125

Thank you for your time.

Regards,

Duke  
Claims Adjuster  
Fraud Protection Program

---

eBay  
Your Personal Trading Community (tm)

\*\*\*\*\*

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---

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---

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> Claims Adjuster  
> Fraud Protection Program  
> \_\_\_\_\_  
>  
> eBay  
> Your Personal Trading Community (tm)  
>  
> \*\*\*\*\*  
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> <mailto:cssremove@ebay.com>  
>  
> \*\*\*\*\*  
>  
>  
> 5/8/02  
>  
>



EXHIBIT J

## Certified Seal Member Profile

5/9/02 7:15 PM

eBay ID: **johntam@mbfs.com**

Member Since 2002

[Member Profile](#)

[Contact Me](#)

[About SquareTrade](#)

[Become a Member](#)

### Certified by SquareTrade:

- ✓ Identity Verified
- ✓ Superior Selling Track Record
- ✓ History of Resolving Disputes

### Committed to Good Selling Standards:

- ✓ Address all customer issues within two business days
- ✓ Disclose pricing, shipping and return policies
- ✓ Participate in mediation, if buyer requests

You are covered up to:

**\$250** / TRANSACTION

[Eligibility Guidelines](#)



Find out why buying from Seal Members is safe:

[Learn More](#)

This SquareTrade Seal pertains only to eBay ID: **johntam@mbfs.com** and does not cover any organizations on its website. SquareTrade does not guarantee this company's performance or endorse any product or service it offers. The

SquareTrade Dispute Resolution service does not guarantee a settlement.

If you have any concerns about this Seal, contact the [SquareTrade Compliance Group](#).

dis 3.11.0

EXHIBIT K

John F. Tamburo

From: John F. Tamburo  
Sent: Thursday, May 09, 2002 6:39 PM  
To: 'eBay Customer Support'  
Subject: RE: eBay Fraud Protection Claim # 15810 (KMM50968442V86862L0KM)

Hold on, sir. First of all, I can PROVE that the FAX was first sent on 26 April.

If you read CAREFULLY, you will see that I EXPLICITLY agreed to work with the mediator, and that includes waiving the feedback removal demand in the light of the mediator's presence. Mr. Wills, on the other hand, was notified of my willingness to resolve the situation, which I remind you was HIS FRAUD, and refused to work with me.

To summarize:

1. Mr. Wills received everything and is LYING about not receiving it.
2. Mr. Wills libeled me in a feedback to retaliate for supposed damage in transit and to blackmail me out of money.
3. Mr. Wills refused to co-operate with the mediation process.

If you do not respond, that is your prerogative. However, I suggest STRONGLY that eBay reverse this fraudulent claim and not try to force me to pay this thief for something I already sent him.

> -----Original Message-----

> From: eBay Customer Support [mailto:Support@eBay.com]

> Sent: Thursday, May 09, 2002 6:28 PM

> To: John F. Tamburo

> Subject: RE: eBay Fraud Protection Claim # 15810

> (KMM50968442V86862L0KM)

>

>

> Hello,

>

> Thank you for writing back.

>

> The Square Trade information was never received prior to today. Upon  
> reviewing the information I see that you were unwilling to  
> resolve this  
> situation until negative feedback was removed. I will not be able to  
> reinstate your account until the restitution, as outlined in the  
> previous email, is made.

>

> Although future emails concerning this claim will be read,  
> unless they  
> contain additional information for review, we will be unable  
> to respond.

>

>

> If you wish to contact our legal department, you may send your  
> correspondence to:

>

> eBay Inc.

> Attn: Corporate Counsel  
> 2145 Hamilton Avenue  
> San Jose, CA 95125

> Thank you for your time.

> Regards,

> Duke  
> Claims Adjuster  
> Fraud Protection Program

> eBay  
> Your Personal Trading Community (tm)

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> 20562710 5/9/02

> Original Message Follows:

> -----  
> This is ridiculous. You IGNORED my previous emails. I sent  
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> information I  
> sent you on April 26 and again today?  
> Please give me your full name and direct telephone number. I wish to  
> speak with you NOW, before I have to involve a court of law.



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> > below for your convenience:  
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> > been made, I  
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> > I do understand your frustration with this matter and I  
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> > Regards,  
> >  
> > Duke  
> > Claims Adjuster  
> > Fraud Protection Program  
> >  
> > \_\_\_\_\_  
> >  
> > eBay  
> > Your Personal Trading Community (tm)  
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> > \*\*\*\*\*

> > 20562710 5/9/02

> > Original Message Follows:  
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> > Someone had better call me NOW! I sent this FAX in once on  
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> > and I am sending it again now. Unless you reinstate my  
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> > first email.  
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> > > From: eBay Customer Support [<mailto:Support@eBay.com>]  
> > > Sent: Thursday, May 09, 2002 4:49 PM  
> > > To: John F. Tamburo  
> > > Subject: eBay Fraud Protection Claim # 15810  
> (KMM50903971V10347L0KM)

> > > Hello,

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> > > \_\_\_\_\_  
> > > eBay  
> > > Your Personal Trading Community (tm)  
> > >  
> > > \*\*\*\*\*  
> > >  
> > > Important: eBay will not ask you for sensitive personal  
> > > information  
> > > (such as your password, credit card and bank account  
> > > numbers, Social  
> > > Security numbers, etc.) in an email.  
> > >  
> > > \_\_\_\_\_  
> > >  
> > > For our latest announcements, please check:  
> > >  
> > > <http://www2.ebay.com/aw/announce.shtml>  
> > >  
> > > \_\_\_\_\_  
> > >  
> > > In order to better serve you, we'd like to occasionally  
> > > request feedback  
> > > on our service. If you would rather not participate, please  
> > > click on the  
> > > link below and send us an email with the word "REMOVE" in  
> > > the subject  
> > > line.  
> > >  
> > > If that does not work, please send an email to the email  
> > > address below.  
> > > Your request will be processed within 5 days.  
> > >  
> > > <mailto:cssremove@ebay.com>  
> > >  
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> > >


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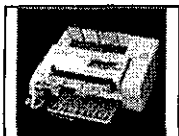
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item view

EXHIBIT L



## Minolta FAX MinoltaFAX 2500 EXC COND! NR!!

Item # 1727447577

[Business, Office & Industrial:Office Products:Office Equipment:Fax Machines:Other](#)**Bidding is closed for this item.****karla\_shopping (59)** ★ is the winner. Please review the seller's Payment Instructions below.**Payment Details**

Item price	US \$209.99
U.S. Shipping and handling (included in tax)	US \$18.00
Shipping insurance per item (optional)	US \$3.00
Sales tax (7.750% in IL)	--

**Payment Instructions**

WE PREFER PAYPAL!

(to seller)  
(to bidder)

Currently **US \$209.99**  
 Quantity **1**  
 Time left **Auction has ended.**

Started Apr-30-02 11:04:14 PDT  
 Ends May-03-02 11:04:14 PDT

Seller (Rating) **johntam@mbfs.com (173)** ★ **Not a registered user me**  
[view comments in seller's Feedback Profile](#) | [view seller's other items](#) | [ask seller a question](#)

First bid **US \$209.99**  
 # of bids **1** [bid history](#)  
 Location **Chicago Suburbs**  
 Country/Region **USA/Chicago**  
[mail this auction to a friend](#)  
[request a gift alert](#)

If you are the seller or a high bidder - [now what?](#)High bid **karla\_shopping (59)** ★

Payment Other. See item description for payment methods accepted  
 Shipping Buyer pays fixed shipping charges. Will ship to United States and the following regions: Canada See item description for shipping charges.

Seller  
 Services [Relist this item](#)

Seller assumes all responsibility for listing this item. You should contact the seller to resolve any questions before bidding. Auction currency is U.S. dollars ( US \$ ) unless otherwise noted.

**Description**



May 9, 2002

eBay User ID:  
johntam@mbfs.com

**SquareTrade Certified Seal Member**  
**Safe, Honest and Guaranteed. Click here.**

SquareTrade © AP6.0

MinoltaFAX 2500 in excellent condition. Not used much, pampered. This is not a "toy fax" as you may see in some of the office supply stores. This baby is built for **real use**. We upgraded FAXes in house and this \$2500 retail unit comes up at a **steal** price!

My 3 day auctions require payment within 3 days. Paypal preferred, everything else NOT preferred.

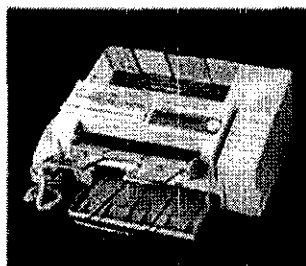
Shipping \$18 to USA fixed, \$22US to Canada. USA/Canada bidders only please.

Happy Hunting!

---

On Apr-26-02 at 23:24:29 PDT, seller added the following information:

**Pay me securely with any major credit card through PayPal!**



1516

00044

Free Counters powered by Andale!

**Bidding**

**Bidding is closed for this item.**

**This page is available on eBay for a limited time only. Please print a copy for your own records.**

**If you're the seller or the high bidder - now what?**

1. Contact each other. The seller ([johntam@mbfs.com](mailto:johntam@mbfs.com)) and the high bidder ([karla\\_shopping](#)) should contact each other within three business days to discuss payment and shipping details.
2. Leave feedback for the other party once the the seller has received the payment and the winning bidder has received the item.  
Leave feedback to seller - Leave feedback to bidder.

**Details for the seller and high bidder(s):**

The seller should contact the winning bidder(s) with information on the total cost, including shipping, and where to send payment. The winning bidder(s) must pay the seller directly for the item(s), and it is the seller's responsibility to fulfill the order when payment terms are met. The binding contract of the auction is between the winning bidder and the seller.

If the seller is unable to establish contact with the high bidder within 3 business days of the end of the auction, he/she may lose the place as winning bidder, and be at risk for receiving negative feedback and/or a Non-Paying Bidder warning, both of which can ultimately lead to suspension from eBay.

**Top Questions From This Page**

- How do I place a proxy bid? It looks like I can only place a maximum bid.
- Why doesn't my bid show up?
- What does "reserve not yet met" mean?
- How can I change something or cancel my listing completely?
- Why isn't my picture showing up?
- As a seller, how can I cancel an unwanted bid?
- Why does my email address appear when I have a User ID?
- How do I register?
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<a href="#">overview</a>	<a href="#">registration</a>	<a href="#">buying &amp; selling</a>	<a href="#">my eBay</a>	<a href="#">about me</a>	<a href="#">feedback forum</a>
				<a href="#">safe harbor</a>	

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### Overall profile makeup

Not a Registered User

199 positives. 182 are from unique users and count toward the final rating.

4 neutrals.

9 negatives. 9 are from unique users and count toward the final rating.

### ebay ID card [johntam@mbfs.com](#) (173) ★ [me](#)

Member since: Friday, Mar 05, 1999

Location: United States

#### Summary of Most Recent Comments

	Past 7 days	Past month	Past 6 mo.
Positive	1	10	63
Neutral	0	0	2
Negative	0	0	3
<b>Total</b>	<b>1</b>	<b>10</b>	<b>68</b>
<u>Bid Retractions</u>	0	1	2

[View johntam@mbfs.com 's Auctions](#) | [ID History](#) | [Feedback About Others](#)

### johntam@mbfs.com 's feedback

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Feedback 1 - 25 of 212

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for [johntam@mbfs.com](#)

If you are [johntam@mbfs.com](#) :

[Respond to comments](#)

[johntam@mbfs.com](#) was the **Seller** = S

[johntam@mbfs.com](#) was the **Buyer** = B

Left by

Date

Item#

S/B

[chazzie2001](#) (176) ★ [me](#)

May-09-02 11:10:27 PDT [1826107562](#) B

**Praise** : Great buyer! Would love to do business with them again!

[harry.s.potter](#) (33) ★

May-03-02 08:16:12 PDT [1349680077](#) S

**Praise** : Good Transaction

[country\\_fan2](#) (8)

May-02-02 11:48:42 PDT [2019006299](#) B

**Praise** : Quick payment, great communication. A+ Highly appreciated!

[erconway](#) (750) ★

Apr-24-02 04:57:20 PDT [1344677786](#) B

**Praise** : Always a pleasure dealing with a great ebayer. Excellent transaction.

[wpophin@hotmail.com](#) (2068) ★

Apr-22-02 19:09:27 PDT [2012740512](#) B

**Praise** : Good Transaction Thanks Weldon

[tapestry@cruzers.net](#) (2543) ★

Apr-21-02 11:21:37 PDT [1522172723](#) B

**Praise** : A Great Buyer, Perfect Transaction, Thank you!

[ymca3](#) (507) ★

Apr-18-02 17:25:40 PDT [1709605938](#) B

**Praise** : Great Person to Deal with!!!! A+++++

[ioutbidu](#) (2311) ★

Apr-16-02 02:08:23 PDT [1719406040](#) B

**Praise** : great customer,fast payment,great person to deal with,thanks

simplifyitnow (89) ★ me

Praise : great bidder A+++++

saab-ng900-fan (23) ★ me

Praise : FAST payment! A++ buyer!

geunlimited (494) ★ stores

Praise : great ebayer fast pay good customer thank you very much

roosje (1675) ★

Praise : Prompt payment, friendly transaction, highly recommended. THANK YOU! AAA+++

mark@animationart.com (1897) ★ me stores

Praise : Great Transaction A++ Hope to do more!!

kkkp (906) ★

Praise : Smooth transaction, great product, prompt shipment, highly recommended, A++++

coffee (145) ★ me

Praise : Great buyer, smooth transaction. I highly recommend. A+++

psugrowler (497) ★ Not a registered user

Praise : Great buyer. Quick to pay. Friendly and a pleasure to deal with. Thanks. A++

ronsg@execpc.com (2910) ★

Praise : Excellent customer, fast payment, smooth transaction, thanks.

hlow88 (183) ★ stores

Praise : fast payment, smooth transaction, thanks

mel5115 (900) ★ me

Praise : Quick payment with friendly contact, great to work with!

braun3 (8)

Praise : Lightening Fast Payment &amp; Response - Thanks!

blankfortj@aol.com (1195) ★

Praise : Great buyer! fast payment and super communication!

guccigranny (1672) ★ stores

Praise : Great transaction.....speedy payment.....thank you!

huy4114 (851) ★ stores

Praise : Excellent transaction! A+ Buyer!

goldengategems (627) ★ me stores

Praise : Excellent eBay customer. Made prompt payment, easy to work with. Thanks! A+++

markh1979 (62) ★

Praise : thanks for the smooth transaction and great communications.

Left by

Date

Item#

S/B

[ 1 ] 2 3 4 5 6 7 8 9 (next page)

Feedback 1 - 25 of 212

How many feedback comments do you want on each page?

☒ 25
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 ☐ 200
 ☐ 500

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This feedback is ordered most-recent first. Each comment is attributed to its author who takes full responsibility for the comment. you have any questions or concerns about a particular comment, please contact the author by clicking on the author's User ID.




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## johntam@mbfs.com 's feedback

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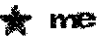




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for johntam@mbfs.com

If you are johntam@mbfs.com :

[Respond to comments](#)johntam@mbfs.com was the **Seller = S**johntam@mbfs.com was the **Buyer = B**

Left by	Date	Item#	S/B
<a href="#">tomnjrl (717)</a> ★ <a href="#">me</a> <a href="#">stores</a>	Feb-15-02 15:02:14 PST	<a href="#">1803870340</a>	B
<b>Praise :</b> Quick payment good deal thanks			
<a href="#">leon@ms2.mmh.org.tw (22)</a> ★	Feb-06-02 18:34:00 PST	<a href="#">1304000992</a>	S
<b>Complaint :</b> No reply/delivery 60 days after payment. Filed FRAUD report! Fraud! Fraud! Fraud! F..			
<b>Response</b> by johntam@mbfs.com - LYGIN PIG! Gave me bad address, ignores emails, then filed fraud rpt!			
<b>Follow-up</b> by <a href="#">leon@ms2.mmh.org.tw</a> - Buy from him and become a LYING PIG, too! Stop buying if he's not banned!			
<a href="#">resu (113)</a> ★	Feb-03-02 18:01:32 PST	<a href="#">1300372766</a>	S
<b>Complaint :</b> fraudulently didn't include expensive item that was specifically listed in auction!			
<b>Response</b> by johntam@mbfs.com - This lying PIG is trying to pick on me because USPS broke item in transit			
<a href="#">sales@ctgcom.com (4247)</a> ★ <a href="#">me</a>	Jan-30-02 18:55:16 PST	<a href="#">1312549246</a>	B
<b>Praise :</b> Wow~~!! Super fast payment, great communication, thanks alot ~!! A+ customer~!!			
<a href="#">zaibatsul@yahoo.com (19)</a> ★ <a href="#">me</a>	Jan-25-02 13:46:38 PST	<a href="#">1323688650</a>	B
<b>Praise :</b> Very quick, efficient. I would recommend this buyer - easy to deal with!!!			
<a href="#">hardball44 (31)</a> ★	Jan-21-02 15:37:17 PST	<a href="#">1317439720</a>	B
<b>Neutral :</b> after 14 days no payment			
<b>Response</b> by johntam@mbfs.com - Dishonest slime doesn't take Paypal, got my MO and filed NPB!!! FRAUD!			
<a href="#">balmywinds (79)</a> ★	Jan-20-02 18:54:33 PST	<a href="#">1304017905</a>	S
<b>Praise :</b> Smooth business !			
<a href="#">wildinmn (2899)</a> ★ <a href="#">me</a>	Jan-16-02 09:09:45 PST	<a href="#">1285024302</a>	B
<b>Praise :</b> Pleasure to do Business with! Like to again! Thanks! AAA+++!!!!			
<a href="#">returnbuy (25974)</a> ★ <a href="#">me</a> <a href="#">stores</a>	Jan-11-02 03:18:57 PST	<a href="#">1316410877</a>	B
<b>Praise :</b> Fast Payment - Great Customer - Thank You			
<a href="#">rdub1944@aol.com (82)</a> ★	Jan-09-02 15:11:40 PST	<a href="#">1678375819</a>	B
<b>Praise :</b> great bidder and fast payment, AAA+			
<a href="#">kevroc (61)</a> ★	Jan-09-02 11:19:16 PST	<a href="#">1317032004</a>	B
<b>Praise :</b> Lightning fast payment! Thanks for a smooth transaction!! A++			
<a href="#">iluvnana (788)</a> ★	Jan-07-02 13:32:51 PST	<a href="#">1679485479</a>	B
<b>Praise :</b> great transaction; quick; recommended!!!			
<a href="#">pppol (207)</a> ★ <a href="#">Not a registered user</a>	Jan-07-02 04:24:06 PST	<a href="#">1312934090</a>	B
<b>Praise :</b> SUPER FAST PAYMENT ... RECOMMENDED BIDDER ... THANKS !!!			

<a href="#">clothingbroker (1342)</a> ★ 	Jan-06-02 21:28:06 PST	1685915034	B
<b>Praise :</b> Fast Payment... A++ Thanks!			
<a href="#">www.anascollectabletoys.com (1834)</a> ★ 	Jan-06-02 18:59:13 PST	1683558604	B
<b>Praise :</b> Pleasure to do business with, highly recommended. Thank you!			
<a href="#">jalrok (8)</a>	Jan-06-02 13:26:07 PST	1314459504	B
<b>Praise :</b> A+++ Buyer! Extremely fast payment, amazingly responsive emails!			
<a href="#">miked510 (99)</a> ★	Jan-05-02 19:49:12 PST	1304003701	S
<b>Praise :</b> Rec'd product and as described - Thanks !			
<a href="#">angelskissingroses (46)</a> ★	Jan-02-02 20:06:21 PST	1677548052	B
<b>Praise :</b> Great buyer. Prompt pay			
<a href="#">epfromer (178)</a> ★	Jan-01-02 18:40:38 PST	1301471400	S
<b>Neutral :</b> 3 weeks late; battery only holds charge for 1/2 hour			
<b>Response</b> by johntam@mbfs.com - Sent out 2d battery when 1st was lost in mail, tested PRIOR to shipping! LIAR!!			
<a href="#">make_mine_marvel (506)</a> ★ 	Dec-31-01 08:23:42 PST	1040033442	B
<b>Praise :</b> Another Great Transaction! AAA+++			
<a href="#">make_mine_marvel (506)</a> ★ 	Dec-31-01 08:23:42 PST	1040032785	B
<b>Praise :</b> Excellent Transaction! A Real Pleasure ! Thank You !			
<a href="#">kamir2 (216)</a> ★	Dec-26-01 17:13:51 PST	1307003045	B
<b>Praise :</b> Excellent transaction*good response and fast pay*Thanks very much!!			
<a href="#">wildinmn (2899)</a> ★ 	Dec-21-01 09:31:10 PST	1285024299	B
<b>Praise :</b> Pleasure to do Business with, Like to again! Thanks!!!			
<a href="#">dsage39564@aol.com (1374)</a> ★ 	Dec-20-01 12:29:39 PST	1678069801	B
<b>Praise :</b> Excellent transaction. Thank you.			
<a href="#">igurtin (96)</a> ★	Dec-19-01 19:14:16 PST	1299357942	B
<b>Complaint :</b> Never Paid. Received several emails from a bidder that the payment will be send.			
<b>Response</b> by johntam@mbfs.com - FRAUD ARTIST! Got Money order! Never sent stuff and filed FVF!			
<b>Left by</b>	<b>Date</b>	<b>Item#</b>	<b>S/B</b>

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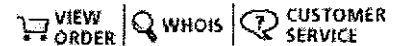
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EXHIBIT N

→ You are Here: [WHOIS](#) → Search Results**WHOIS****Search Results****Registrant:**

eBay, Inc. (EBAY-DOM)  
 2005 E. Hamilton Ave., Ste. 350  
 San Jose, CA 95125  
 US

Domain Name: EBAY.COM

**Administrative Contact, Technical Contact:**

Accounts Payable (DA4751-ORG)

hostmaster@EBAY.COM

eBay Inc.

2125 Hamilton Ave

San Jose, CA 95125

US

(408) 558 7400

Fax- (408) 558 7494

Record expires on 05-Aug-2010.

Record created on 04-Aug-1995.

Database last updated on 13-May-2002 16:29:31 EDT.

**Domain servers in listed order:**

CROCODILE.EBAY.COM	216.32.120.21
NS.EXODUS.NET	206.79.230.10
NS2.EXODUS.NET	207.82.198.150
NS1.BEST.COM	128.121.101.11
PACIFIER.COM	199.2.117.66

**Search Our WHOIS Records**

e.g. netsol.com

GO!

**Search WHOIS by:**☒ Domain name☐ NIC handle[Learn More](#) about using WHOIS**FAQs**

What is a Handle? What is a Handle record?

What is a Host? What is a host record?

The domain name I want has expired according to the WHOIS record. Why can't I register that name?

LET US BUILD  
YOUR WEB SITE

Transfer Your  
Domain TODAY  
IT'S EASY!

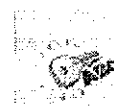
Register  
Domain Names  
**1 YEAR FREE!**  
included in a 3 year registration

**Get the Name You Want**

Is the name you want already registered?  
 Check to see if it's for sale on our  
 GreatDomains.com listing of names for  
 resale. [Click here to view the catalog.](#)

**More Ways to use our Site**

Brainstorm a name using  
keywords.



### **Get Listed in Top Search Engines**

Make sure all your key Web pages can be found on popular search sites.

▪ Get Noticed with **Personalized E-Mail**. Use e-mail that matches your domain name.

▪ **Transfer your Domain Name registration** to VeriSign.



### **Get Listed in Local City Guides**

### **Search the Web with Dogpile**

### **Yellow Pages-Find a business FAST**



Enhance your Web site with these easy to use tools.

[SuperStats](#) | [Guest Book](#) | [Board Server](#) | [EZ Polls](#) | [Counter](#)

NOTICE: The Data in VeriSign's WHOIS database is provided by VeriSign for information purposes only, and to assist persons in obtaining information about or related to a domain name registration record. VeriSign does not guarantee its accuracy. Additionally, the data may not reflect updates to billing contact information. By submitting a WHOIS query, you agree to use this Data only for lawful purposes and that under no circumstances will you use this Data to: (1) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail, telephone, or facsimile; or (2) enable high volume, automated, electronic processes that apply to VeriSign (or its computer systems). The compilation, repackaging, dissemination or other use of this Data is expressly prohibited without the prior written consent of VeriSign. VeriSign reserves the right to terminate your access to the VeriSign WHOIS database in its sole discretion, including without limitation, for excessive querying of the WHOIS database or for failure to otherwise abide by this policy. VeriSign reserves the right to modify these terms at any time. By submitting this query, you agree to abide by this policy.

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Monday, May 13, 2002

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## Press Releases

## EXODUS REPORTS FOURTH QUARTER 2000 AND ANNUAL RESULTS

SANTA CLARA, CA, January 24, 2001: Exodus Communications™, Inc. (NASDAQ:EXDS) today reported fourth quarter 2000 revenues of \$280.4 million, a 22 percent increase over the third quarter 2000, and a 177 percent increase over the fourth quarter 1999.

EBITDA profit (earnings before net interest expense, income taxes, depreciation, amortization, and other noncash charges) increased 31 percent to \$26.5 million for the fourth quarter 2000, compared to a \$20.2 million EBITDA profit for the third quarter 2000, and a \$16.7 million EBITDA loss for the fourth quarter 1999.

Net loss excluding the impact of amortization of goodwill and intangible assets was \$55.8 million for the fourth quarter 2000, or \$0.13 per share, compared with a net loss excluding the impact of amortization of goodwill and intangible assets of \$60.6 million, or \$0.14 per share, for the third quarter 2000, and a net loss excluding the impact of amortization of goodwill and intangible assets of \$48.2 million, or \$0.14 per share, for the fourth quarter of 1999. Net loss for the quarter was \$65.2 million, or \$0.15 per share.

Revenues for the fiscal year ended December 31, 2000 increased 238 percent to \$618.4 million compared to \$242.1 million in the prior year. Exodus® reported an EBITDA profit for 2000 of \$45.0 million compared to an EBITDA loss of \$44.7 million for the prior year. Net loss for 2000 excluding the impact of amortization of goodwill and intangible assets was \$221.5 million, or \$0.54 per share, compared to a net loss excluding the impact of amortization of goodwill and intangible assets of \$120.9 million, or \$0.36 per share, for the prior year.

"Enterprise customers currently represent 57 percent of our total revenues and bookings compared to 42 percent one year ago," said Ellen M. Hancock, chairman and CEO. "Our enterprise customers include British Airways; Hearst Interactive Media; Merrill Lynch & Company; Microsoft Corporation; Novell, Inc.; RR Donnelley & Sons; Sun Microsystems; and Virgin. We are also continuing to see strong demand for our services from other existing customers including Adobe Systems Benelux BC; Arthur Andersen Corporate Tax Solutions; eBay, Inc.; Franklin Templeton Companies; George Lucas Educational Foundation; Lycos, Europe; and Yahoo!."

"Throughout 2000, enterprise customers continued to expand their Web initiatives as a mechanism to lower costs and increase efficiencies," said Hancock. "For example, during the first quarter of 2000 a division of General Electric chose Exodus as its complex web hosting provider. Three quarters later, Exodus now hosts over 30 additional business segments for General Electric."

"Not surprisingly, we have seen evidence of weakness among our dot com customers that is reflected in our increase in the fourth quarter churn to three percent annualized," said Hancock. "However, we do believe that enterprises will continue to increase their spending on Web infrastructure and offset the impact of the dot com slowdown."

According to Cahners In-Stat Group, Internet-specific investments of U.S. businesses are expected to grow to nearly 26 percent of their total information technology spending in 2004, up from 15 percent in 2000. Large and mid-sized businesses are expected to boost their spending on Internet technology and services from \$49 billion in 2000 to \$110 billion by 2004. These budget dollars

EXHIBIT P



014281870

UNITED STATES  
POSTAL SERVICE

January 24, 2002

|||||  
JOHN TAMBURIO MANS BEST  
FRIEND SOFTWARE  
8400 BROOKSIDE GLEN DR  
TINLEY PARK IL 60477-7057

Attached is a partial reproduction of a Postal Insurance Claim received by this office. Before any further action can be taken, the following requirements must be met.

The addressee wishes to be payee on the claim. If you concur, furnish a signed statement authorizing said payment on the attached claim reproduction. However, any payment will be dependent upon final adjudication.

The claim file was received at this office without your signature as the mailer. Please sign your name as the mailer on the attached information sheet.

Submit a copy of the mailing receipt (or shipping manifest) you received at the time of mailing.

Prompt attention will be given this claim on return of this letter and attachment, together with the item(s) listed above. Please direct your response to the address below.

Sincerely,

*Willie B. Nixon*

Willie B. Nixon, Supervisor  
Claims and Inquiry Section  
attn: ETHERIDGE DWAIN J  
012202  
Postal Data Center  
PO BOX 80142  
Saint Louis MO 63180-0142  
1-888-601-9328

Enclosure

Domestic Claim or  
Registered Mail Inquiry

(Type or Print Legibly with Ball-point pen)



0 1 4 2 8 1 8 7 0

**A. Completed by Customer - (File at any Post Office)**

<b>1. Sender's Name and Address</b>  JOHN TAMBURIO MANS BEST FRIEND SOFTWARE 8400 BROOKSIDE GLEN DR TINLEY PARK IL 60477-7057		<b>2. Addressee's Name and Address (Person or Firm to Whom Article was Addressed)</b>  RAMON ELLER 332 LINCOLN AVE PGH PA 15202-3720											
<b>3. Service Type Used for Article (Check Only One)</b> <table style="width:100%"><tr><td><input type="checkbox"/> Number insured</td><td><input type="checkbox"/> Registered With Insurance</td><td><input type="checkbox"/> Express Mail-(Merchandise Insurance)</td><td><input type="checkbox"/> Express Mail COD</td><td><input type="checkbox"/> COD</td></tr><tr><td><input type="checkbox"/> Unnumbered Insured</td><td><input type="checkbox"/> Registered Without Insurance (Inquiry only - No Indemnity)</td><td><input type="checkbox"/> Express Mail-(Document Reconstruction)</td><td><input type="checkbox"/> Registered COD</td><td></td></tr></table>				<input type="checkbox"/> Number insured	<input type="checkbox"/> Registered With Insurance	<input type="checkbox"/> Express Mail-(Merchandise Insurance)	<input type="checkbox"/> Express Mail COD	<input type="checkbox"/> COD	<input type="checkbox"/> Unnumbered Insured	<input type="checkbox"/> Registered Without Insurance (Inquiry only - No Indemnity)	<input type="checkbox"/> Express Mail-(Document Reconstruction)	<input type="checkbox"/> Registered COD	
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<b>4. Mailing Receipt Number</b>  VB654713690US		<b>5. Mailing Date (Mo., Day, Yr.)</b>  12-26-01											
<b>6. Signature of Addressee/Agent Waived? (Express Mail Only)</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		<b>7. If COD, Amount Due Sender</b>  \$											
<b>8. Reason for Claim</b> <table style="width:100%"><tr><td><input type="checkbox"/> Article not Delivered</td><td><input type="checkbox"/> Some Contents Missing</td><td><input checked="" type="checkbox"/> Some Contents Damaged</td><td><input type="checkbox"/> Delay of Express Mail Containing Non-negotiable Documents</td></tr><tr><td><input type="checkbox"/> No COD Remittance Received</td><td><input type="checkbox"/> All Contents Missing</td><td><input type="checkbox"/> All Contents Damaged</td><td></td></tr></table>				<input type="checkbox"/> Article not Delivered	<input type="checkbox"/> Some Contents Missing	<input checked="" type="checkbox"/> Some Contents Damaged	<input type="checkbox"/> Delay of Express Mail Containing Non-negotiable Documents	<input type="checkbox"/> No COD Remittance Received	<input type="checkbox"/> All Contents Missing	<input type="checkbox"/> All Contents Damaged			
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<b>9. Description of lost or damaged article(s).</b> (Give brand name(s) where possible and specify value of each. Attach another sheet if necessary. <b>INSTRUCTION:</b> If a damage claim, the ADDRESSEE must immediately present the article, container, wrapping and packing material to the local post office).  ETHERIDGE DWAIN J 01-22-02													
<b>10. Total Value Claimed for All Lost or Damaged Articles (Excluding postage and fees).</b> \$ 700.00		<b>Attach evidence of value (See cover sheet, item 2, for acceptable evidence.)</b>											
<b>11. Nondelivered Items - Please submit proof of loss (See cover sheet, item 3a, for acceptable documentation.)</b>													
<b>12a. SENDER - Send payment to</b> (Enter address if different from above) <input type="checkbox"/> Sender <input type="checkbox"/> Addressee		<b>12b. Other identification</b> (Enter information that will help match the payment check with your claim, e.g., purchase order number.)											
<b>13. Completed ADDRESSEE ONLY</b>	<b>13a. Did you receive items listed above?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Refused	<b>13b. Did you pay COD charge?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Cash <input type="checkbox"/> Check	<b>13c. Check no (if applicable)</b>  <b>13d. Date of Check</b>  <b>13e. Amount</b> \$ <b>13f. Where (Post Office at: City, State and Zip)</b>  <b>13g. Date Paid</b>										
<b>14. Sender's Signature</b>  X		<b>17. Addressee's Signature</b>  X											
<b>15. Date Signed</b>		<b>18. Date Signed</b>											
<b>16. Telephone No.</b> ( )		<b>19. Telephone No.</b> ( )											

**B. Completed by Post Office at Facility Where Claim Filed (See Reverse)**

<b>1. Amounts of postage, insurance, and services purchased</b>	<b>a. Postage Paid</b> \$ 48.25	<b>c. COD Fee</b> \$	<b>e. Restricted Delivery</b> \$	<b>g. Other Services (e.g., Special Delivery, Space Available Mail (SAM), Parcel Airlift(PAL), etc.)</b> \$
	<b>b. Insured/Registered Fees</b> \$	<b>d. Registered Handling Charge</b> \$	<b>f. Return Receipt</b> \$	
<b>2. Postmark of Accepting PO</b>  01-07-02	<b>3. PO (City, State, &amp; ZIP+4)</b>		<b>8. Evidence of Insurance or COD</b> <input type="checkbox"/> Mailing Receipt <input type="checkbox"/> Wrapper	
	<b>4. Finance Number (APOs/FPOs - See Reverse)</b> 416608		<b>9. If claim is for damage or loss of contents, were wrapper, container, and article presented?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
	<b>5. Signature of Employee Accepting Claim</b>		<b>10. Location of Damaged Article(s)</b> <input type="checkbox"/> Sender <input type="checkbox"/> Post Office at (City, State, ZIP+4): <input type="checkbox"/> Addressee <input type="checkbox"/> Discarded by Post Office <input type="checkbox"/> Verified by (Name and Phone): ( )	
	<b>6. Date Signed</b>	<b>7. Telephone Number</b> ( )		

**C. Completed by Delivery Post Office (Attach copy of delivery receipt if Express Mail)**

<b>1. Date Delivered</b>	<b>2. Date Forwarded (See instructions)</b>	<b>3. Date Returned to Sender (see Instructions)</b>	<b>4a. No Record of Delivery</b> <input type="checkbox"/>	<b>4b. Signature</b>	<b>5. Postmark of Delivery PO</b>
<b>6. MO Number</b>	<b>7. Check No</b>	<b>8. Check/MO Amt</b> \$	<b>9. Date Chk/MO Sent</b>	<b>10. MO/Check Not Issued for COD</b> <input type="checkbox"/>	

EXHIBIT

Q Q

ATTENTION DUKE

Claim 15810

801-545-2665

I attach more evidence. Here, Mr. Wills' accomplice, Ramon Eller, has asked the United States Postal Service for \$700 for "damage" to the shipped items. Significantly, if you will review item 8, there is no mention of any missing items in the shipment.

I also attach the Paypal record to show that Mr. Eller was the person acting as Mr. Wills' agent to pay me. If you do the math, Wills and Eller are scheming to recover \$1200 for an item sold for only \$1000!

I am making one FINAL attempt to get this reversed by showing you, once again, the truth of this – Wills and Eller are trying to scam me, and so far eBay has *helped them*, apparently willingly.

If this matter is reversed, and both the false negative feedback and the extortive "restitution" demands are removed from my file by 12 noon CDT tomorrow, May 14, 2002, and my wife's and my memberships are reinstated, I will consider this whole thing a miscommunication. I expect this to happen in light of the evidence that has been shown, which in no way sustains Mr. Wills' phony fraud claim.

To review:

- No claim of lost items with USPS
- Wills' refuses to work with SquareTrade mediator
- No proof of fraud on my part, but they are trying to "recover" \$1200 for \$1000 worth of goods.



- I left positive feedback on Wills, but when I refuse to kow-tow to his scheme, he leaves me libelous negative feedback

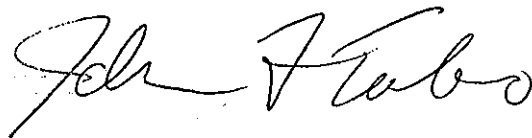
The evidence is clear, and I expect you to act on it.

I am sorry to say this, but no communication from you to me by noon CDT on May 14 will be deemed a refusal of my demand to reverse the "award" you arbitrated against me, and will force me to act at law to protect my rights.

Sincerely,

John Tamburo

May 13, 2002 3:57PM CDT

A handwritten signature in cursive script, appearing to read "John Tamburo".



014281870

UNITED STATES  
POSTAL SERVICE

January 24, 2002



JOHN TAMBURO MANS BEST  
FRIEND SOFTWARE  
8400 BROOKSIDE GLEN DR  
TINLEY PARK IL 60477-7057

Attached is a partial reproduction of a Postal Insurance Claim received by this office. Before any further action can be taken, the following requirements must be met.

The addressee wishes to be payee on the claim. If you concur, furnish a signed statement authorizing said payment on the attached claim reproduction. However, any payment will be dependent upon final adjudication.

The claim file was received at this office without your signature as the mailer. Please sign your name as the mailer on the attached information sheet.

Submit a copy of the mailing receipt (or shipping manifest) you received at the time of mailing.

Prompt attention will be given this claim on return of this letter and attachment, together with the item(s) listed above. Please direct your response to the address below.

Sincerely,

*Willie B. Mixon*

Willie B. Mixon, Supervisor  
Claims and Inquiry Section  
attn: ETHERIDGE DWAIN J  
012202  
Postal Data Center  
PO BOX 80142  
Saint Louis MO 63180-0142  
1-888-601-9328

Enclosure

Domestic Claim or  
Registered Mail Inquiry

(Type or Print Legibly with Ball-point pen)



0 1 4 2 8 1 8 7 0

**A. Completed by Customer - (File at any Post Office)**

1. Sender's Name and Address  JOHN TAMBURIO MANS BEST FRIEND SOFTWARE 8400 BROOKSIDE GLEN DR TINLEY PARK IL 60477-7057		2. Addressee's Name and Address(Person or Firm to Whom Article was Addressed)  RAMON ELLER 332 LINCOLN AVE PGH PA 15202-3720											
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4. Mailing Receipt Number  VB654713690US	5. Mailing Date (Mo., Day, Yr.)  12-26-01	6. Signature of Addressee/Agent Waived? (Express Mail Only) <input type="checkbox"/> Yes <input type="checkbox"/> No	7. If COD, Amount Due Sender  \$										
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ETHERIDGE DWAIN J		01-22-02											
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13. Completed  ADDRESSEE  ONLY	13a. Did you receive items listed above? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Refused	COD Only (Complete items b.-g.)	13b. Did you pay COD charge? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Cash <input type="checkbox"/> Check										
		13c. Check no (if applicable)	13d. Date of Check										
		13e. Amount \$											
		13f. Where (Post Office at: City, State and Zip)											
		13g. Date Paid											
14. Sender's Signature  X		17. Addressee's Signature  X											
15. Date Signed	16. Telephone No. ( )	18. Date Signed											
		19. Telephone No. ( )											
I certify that all information furnished on this form is accurate and truthful. The submission of a false, fictitious, or fraudulent statement may result in imprisonment of up to 5 years and a fine up to \$10,000 (18 usc 1001). In addition, a civil penalty of up to \$5000, and an additional assessment of twice the amount falsely claimed may be imposed (31 usc 3802).													

**B. Completed by Post Office at Facility Where Claim Filed (See Reverse)**

1. Amounts of postage, insurance, and services purchased \$ 48.25	a. Postage Paid \$ 48.25	c. COD Fee \$	e. Restricted Delivery \$	g. Other Services (e.g., Special Delivery, Space Available Mail (SAM), Parcel Airift(PAL), etc.) \$
2. Postmark of Accepting PO  01-07-02	b. Insured/Registered Fees \$	d. Registered Handling Charge \$	f. Return Receipt \$	
3. PO (City, State, & ZIP+4)  4. Finance Number (APOs/FPOs - See Reverse) 416608		8. Evidence of Insurance or COD <input type="checkbox"/> Mailing Receipt <input type="checkbox"/> Wrapper		
5. Signature of Employee Accepting Claim		9. If claim is for damage or loss of contents, were wrapper, container, and article presented? <input type="checkbox"/> Yes <input type="checkbox"/> No		
6. Date Signed		10. Location of Damaged Article(s) <input type="checkbox"/> Sender <input type="checkbox"/> Post Office at (City, State, ZIP+4): <input type="checkbox"/> Addressee <input type="checkbox"/> Discarded by Post Office <input type="checkbox"/> Verified by (Name and Phone): ( )		
7. Telephone Number ( )				

**C. Completed by Delivery Post Office (Attach copy of delivery receipt if Express Mail)**

1. Date Delivered	2. Date Forwarded (See instructions)	3. Date Returned to Sender (see Instructions)	4a. <input type="checkbox"/> No Record of Delivery	4b. Signature	5. Postmark of Delivery PO
If COD, Also Complete Items, 6-10	6. MO Number	7. Check No	8. Check/MO Amt \$	9. Date Chk/MO Sent	10. <input type="checkbox"/> MO/Check Not Issued for COD



[Log Out](#) | [Help](#)

<b>My Account</b>	<b>Send Money</b>	<b>Request Money</b>	<b>Shop</b>	<b>Sell</b>
<b>Overview</b>	<b>Add Funds</b>	<b>Withdraw</b>	<b>History</b>	<b>Profile</b>

## Transaction Details

### Auction Payment Received (ID #9GE90511PJ753354A)

**Name:** Ramon Eller (The sender of this payment is **Verified**)

**Email:** vze28fck@verizon.net

**Email Address That Payment Was Sent to:** johntam@mbfs.com

**Gross Amount:** 1,051.00

**Fee Amount:** -5.00

**Net Amount:** 1,046.00

**Winning Bid:** \$1,051.00

**Shipping:** \$0.00

**Insurance:** \$0.00

**Auction Site:** eBay

**Buyer ID:** resu

**Auction Title:** VPI HW-19 MK III Walnut, with ET-2 & MC-3000

**Auction Close Date:** 11/24/01

**Date:** Nov 24, 2001

**Time:** 11:46:23

**Status:** Cleared

**Note:** Auction Listing: <http://cgi.ebay.com/aw-cgi/eBayISAPI.dll?ViewItem&item=1300372766> Ted Wills twtech@pgh.net, Sgip to: Ted Wills  
514 California Ave. Pgh., Pa. 15202-2453 412-766-1669

**Shipping Address** 514 California Ave  
(Status: Unconfirmed) Pittsburgh, PA 15202  
USA

**Attn Sellers:** Because the address above is unconfirmed this payment will not be protected under PayPal's Seller Protection Policy.  
Learn more about [shipping to a Confirmed Address](#).

**Payment Type:** eCheck

**Refund Information:** If you need to refund this payment to the sender for any reason, you may do so using Send Money. The 'Refund Payment' option is only available for 5 days after a payment is sent.

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[Information about FDIC pass-through insurance](#)

\* Result Report\* No. 1

PRINT DATE = MAY. 13 '02  
PRINT TIME = 16:14TX RESULT REPORT

FUNCTION	No.	DESTINATION STATION	DATE	TIME	PAGE	COMM. TIME	MODE	RESULT
TX	1	918015452665	MAY. 13	16:09	6	0H03'52"	FINE	ECM OK


[home](#) | [my eBay](#) | [site map](#) | [sign in](#)
[Browse](#) | [Sell](#) | [Services](#) | [Search](#) | [Help](#) | [Community](#)
[basics](#) | [buyer guide](#) | [seller guide](#) | [my info](#) | [billing](#) | [rules & safety](#)

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[Advanced Search](#)
☐ Search titles and descriptions

EXHIBIT  
R

## Frequently Asked Questions about eBay's Fraud Protection Program:

- [How am I protected as an eBay user?](#)
- [What is a "user in good standing" in the eBay community?](#)
- [How much does eBay Fraud Protection cost?](#)
- [Is every transaction covered by the eBay Fraud Protection Program?](#)
- [What is the maximum amount of protection that I can receive per item?](#)
- [What do reimbursement fees cover?](#)
- [What do you recommend if my item cost exceeds \\$200?](#)
- [What are the reporting, filing, and processing timeframes?](#)
- [How do I file a claim?](#)
- [How many claims can I file?](#)
- [Is there a payment or fee associated with the program?](#)
- [What happens to a seller if they have a fraud judgement filed and paid against one of their listings?](#)

If you can't find an answer to your question here, [Ask eBay](#).

### Q. How am I protected as an eBay user?

- A. You are automatically covered by eBay's Fraud Protection if you are an eBay buyer in good standing (sellers are not covered). However, purchases of items that violate our [User Agreement](#) (such as illegal or infringing items) or policies are not covered. Users who have applied for their maximum number of claims(3 in 6 months) and users who are buying from sellers with an overall negative feedback rating are also not eligible.

[↑ question index](#)

### Q. What is a "user in good standing" in the eBay community?

- A. A user in good standing is any user who has a net feedback rating of zero or above and whose contact and identification information is accurate.

[↑ question index](#)

### Q. How much does eBay Fraud Protection cost?

- A. There is no cost to you to be protected by the eBay Fraud Protection Program.

[↑ question index](#)

### Q. Is every transaction covered by the eBay Fraud Protection Program?

- A.** An item is covered when the winning bidder or fixed price buyer of a listing sends payment to the seller, in good faith, and does not receive the item or the item received is significantly different than the item described in the transaction. (Please note: cash payments are not covered).

The dollar amount for the item must exceed \$25 to qualify for the program.

Transactions cannot be combined to become eligible for the Fraud Protection program. Only listings in which both seller and buyer have net feedback rating of zero or above qualify. The item sold must comply with eBay's [User Agreement](#).

eBay Fraud Protection does not apply if the shipping company has lost the package or if the item has been damaged in transit. If your package was lost or damaged in transit, please contact the shipping company for its reimbursement policy.

Please note that eBay Fraud Protection (as well as other eBay services, such as our Feedback Forum) is not available for items that are not purchased via eBay. For example, the purchase of a Reserve Not Met item outside of eBay, or purchasing additional merchandise not listed in listing description.

[↑ question index](#)

**Q. What is the maximum amount of protection that I can receive per transaction?**

- A.** \$200 is the maximum amount of coverage under the Fraud Protection Program per auction (minus \$25 to cover processing costs). If a claim is approved, the user will receive the lesser of \$200 or the item price if less than \$200 (minus \$25 to cover processing costs). Please note: \$175 is the maximum amount of reimbursement for any claim.

[↑ question index](#)

**Q. What do reimbursement fees cover?**

- A.** Reimbursement fees only cover the dollar amount for the item. Other fees such as shipping and handling and/or escrow fees are not covered.

[↑ question index](#)

**Q. What do you recommend if my transaction exceeds \$200?**

- A.** For transactions in excess of \$200 we recommend using [escrow services](#).

[↑ question index](#)

**Q. What are the reporting , filing, and processing timeframes?**

- A.**
- While eBay will investigate a report of fraud through our Rules and Safety Support web form at anytime, in order to be considered for our Fraud Protection Program the timeframe to submit an Online Fraud Complaint begins 30 days after the listing end date and ends 60 days from the end of the listing. Even if the item does not qualify for our Fraud Protection Program, an Online Fraud Complaint



may still be submitted 30 days after the transaction.

- Total time to file a Fraud Protection Claim after submitting an Online Fraud Complaint - 90 days from the end of the listing. The claim must be received through regular mail by the eBay Claims Administrator within 90 days.
- Recommended duration between submitting an Online Fraud Complaint and filing the Fraud Protection Claim - 30 days (please note, it is not required to wait 30 days). This provides the seller with the opportunity to respond to your complaint.
- Fraud Protection Claim processing time by the Claims Administrator - 45 days..

[↑ question index](#)

## Q. How do I file a claim?

- A. • If after sending payment, there is a concern that the seller has no intention of shipping the item, eBay will immediately investigate the seller upon receipt of a report submitted to SafeHarbor through our Rules and Safety Support web form under the topic "Transaction Problems" at the following link:

<http://pages.ebay.com/help/basics/select-RS.html>

Upon initial investigation of the seller's account, eBay will determine if appropriate action should be taken at that time.

- In order to be considered for our Fraud Protection Program, an Online Fraud Complaint must be submitted. Even if the item does not qualify for our Fraud Protection Program, an Online Fraud Complaint may still be submitted no less than 30 days after the transaction. There is a 30 day time limit to Register your Online Fraud Complaint, using the Fraud Reporting System, anytime 30 days after the listing ended but no more than 60 days from the end of the listing.
- The Fraud Reporting System will contact the seller with a copy of the complaint to inform them that you have submitted an Online Fraud Complaint against them. If the transaction is resolved successfully, you may retract the Online Fraud Complaint.
- Complete a Fraud Protection Claim Form if your complaint is not resolved within 30 days after the submission of your Online Fraud Complaint (please note, it is not required to wait 30 days after submitting an Online Fraud Complaint). The Fraud Protection Claim Form will be available, if your transaction qualifies for Fraud Protection coverage, only after you file the Online Fraud Complaint. Please see the Fraud Protection Eligibility Checklist and Claims Process for more information:

<http://pages.ebay.com/help/community/ins-guide.html>

- After printing the Fraud Protection Claim Form, mail the completed claim form with all supporting documentation to our eBay Claims Administrators. An eBay Claims Administrator must receive the Fraud Protection Claim Form with all supporting documentation within 90 days from the end of the listing. Claims received after 90 days will automatically be denied. Once a completed Fraud Protection Claim Form is received, your eBay Claims Administrator will conduct a full investigation of the claim. This process generally takes 45 days. We appreciate your patience during this time, and your eBay Claims Administrator may contact you for more information during the process. Incomplete forms sent to the eBay Claims Administrator will cause delays.

[↑ question index](#)

**Q. How many claims can I file?**

**A.** You are limited to 3 claims per 6 months.

[↑ question index](#)

**Q. Is there a payment or fee associated with the program?**

**A.** No, there is no fee associated with this program. Most items on eBay are covered for up to \$200 (minus \$25 to cover processing costs). For example, if your item price is \$100, you are eligible to receive \$75.

[↑ question index](#)

**Q. What happens to a seller if they have a fraud judgment filed and paid against one of their auctions?**

**A.** eBay may suspend any user who has a fraud claim reported and confirmed against them.

[↑ question index](#)

To go to the Fraud Protection area, click [here](#).

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**John F. Tamburo**

**From:** fraudrpt@ebay.com  
**Sent:** Thursday, December 27, 2001 12:20 AM  
**To:** John F. Tamburo  
**Subject:** eBay's Fraud Reporting Form: COMPLAINT

EXHIBIT  
S

Hello,

A complaint has been filed against you in the Fraud Reporting Form at eBay.

\*\*\*\*\*

FRAUD COMPLAINT

Complaint Tracking Number: 2000221490

By: resu (twtech@pgh.net)

Against: johntam@mbfs.com (johntam@mbfs.com)

Item #: 1300372766

Winning Bid: \$1000.00

Payment Method: my friend's paypal account

Date Complaint Filed: Dec-26-01 22:20:02 PST

Nature of Complaint:

I sent a payment but never received any merchandise.

Text of Complaint: Won auction, sent money the next day.

Despite several promises, never received item.

\*\*\*\*\*

In the next 30 days, please visit the Fraud Reporting Form to resolve this complaint with resu. If you do not do so, resu will receive information about the appropriate agencies to contact and/or to file charges against you. Moreover, if these agencies determine that you have committed fraud, eBay will suspend your membership privileges.

The Fraud Reporting Form is accessible at <http://crs.ebay.com/aw-cgi/eBayISAPI.dll?CRSOtherPartyLoginA>

Use the following information when prompted:

User Name: johntam@mbfs.com

Password: [your eBay password]

Tracking Number: 2000221490

Thank you,  
Fraud Reporting Form

Please note: eBay does not endorse the claims of either party set forth in this complaint. We are merely trying to facilitate a satisfactory resolution between you and resu by acting as a reporting and information service. We hope it is not necessary, but if you have any questions regarding the validity of these claims or your position in the matter, you are encouraged to seek the advice of legal counsel.

Civil Cover Sheet

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS**

JUDGE PLUNKETT

**Civil Cover Sheet**

MAGISTRATE JUDGE KEYS

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the Northern District of Illinois.

**02C 5292****Plaintiff(s): John F. Tamburo****Defendant(s): eBay, Inc. (A corporation), Theodore Wills, Ramon Eller, John Doe, a/k/a "Duke"**

County of Residence: WILL

County of Residence: COOK

Plaintiff's Atty: Pro Se  
8400 Brookside Glen Drive  
Tinley Park IL 60477-7057  
815-469-9312

Defendant's Atty:

**FILED**

JUL 25 2002

**II. Basis of Jurisdiction:****3. Federal Question (U.S. not a party)**

**MICHAEL W DOBBINS  
CLERK, U.S. DISTRICT COURT**

**III. Citizenship of Principal Parties  
(Diversity Cases Only)**

Plaintiff:- 1 Citizen of This State  
Defendant:- 2 Citizen of Another State

**IV. Origin :****1. Original Proceeding****V. Nature of Suit:****470 RICO****VI. Cause of Action:****9 USC § 1 et. seq, unlawful arbitration, extortion, fraud, libel.****VII. Requested in Complaint**

Class Action: No  
Dollar Demand: 3 00,000,000  
Jury Demand: Yes

**VIII. This case IS NOT a refiling of a previously dismissed case.****Signature:***John F. Tamburo***Date:***25 July 2002*

If any of this information is incorrect, please go back to the Civil Cover Sheet Input form using the *Back* button in your browser and change it. Once correct, print this form, sign and date it and submit it with your new civil action. **Note: You may need to adjust the font size in your browser display to make the form print properly.**

Revised: 06/28/00